



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 18, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 March 18, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR GRAFFITI REMOVAL  
AT EAST AREA FLOOD CONTROL FACILITIES  
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

This action is to award a contract for Graffiti Removal at East Area Flood Control Facilities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award the contract to Urban Graffiti Enterprises, Inc., for Graffiti Removal at East Area Flood Control Facilities in the annual sum of \$122,500 for the initial contract term, and direct the Chairman to execute the contract. This contract will be for a period of one year commencing on April 1, 2014, or upon the Board's approval, whichever occurs last, with four 1-year renewal options, and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
5. Authorize the Director of Public Works or her designee to renew the contract for each additional

renewal option and extension periods if, in the opinion of the Director of Public Works or her designee, Urban Graffiti Enterprises, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the Scope of Work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide graffiti removal services within all of the unincorporated County East Area of the Los Angeles County Flood Control District facilities. The work to be performed will consist of removing graffiti and paint-out projects and is designed to eliminate graffiti as quickly and as often as possible. The Department of Public Works has contracted for these services since 1997.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, in a responsive and cost-effective manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual contract sum is \$122,500 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for these services at the monthly rate quoted by the contractor.

Funding for these services is included in the Fiscal Year 2013-14 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Urban Graffiti Enterprises, Inc., located in Azusa, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence on April 1, 2014, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract has been executed by the Urban Graffiti Enterprises, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirement of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and

conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on September 25, 2013, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

This Proposition A contract does not allow cost-of-living adjustments for the option years.

## **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

## **CONTRACTING PROCESS**

On September 25, 2013, Public Works solicited proposals from 185 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On October 23, 2013, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified due to failure to comply with the RFP's minimum mandatory requirements. The remaining proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, performance history/references, and demonstrated control over labor/payroll record keeping using the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible, and lowest-cost proposer, Urban Graffiti Enterprises, Inc.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

## **CONCLUSION**

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

The Honorable Board of Supervisors

3/18/2014

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division  
(w/o enc.)

# Agreement



78137

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

URBAN GRAFFITI ENTERPRISES, INC.

FOR

GRAFFITI REMOVAL AT EAST AREA  
FLOOD CONTROL FACILITIES (2013-PA024)

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- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Location Map**

AGREEMENT FORGRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES (2013-PA024)

THIS AGREEMENT, made and entered into this 18th day of March, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and URBAN GRAFFITI ENTERPRISES, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 23, 2013, hereby agrees to provide services as described in this Contract for Graffiti Removal at East Area Flood Control Facilities (2013-PA024).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Location Map; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$122,500 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on April 1, 2014, or upon Board approval, whichever occurs last. The COUNTY shall have the sole option to extend this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



COUNTY OF LOS ANGELES

By *Don Kuse*  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

By *Anta*  
Deputy

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *Anta*  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By *Carole Suzuki*  
Deputy

URBAN GRAFFITI ENTERPRISES, INC.

By *[Signature]*  
Its President

Juan Reinoso  
Type or Print Name

By *[Signature]*  
Its Secretary

Maria Gutierrez  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS

# 31 MAR 18 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

78137

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb 11, 2014 before me, Juan A. Cardona / Notary Public,  
(Here insert name and title of the officer)

personally appeared Maria B Gutierrez / Juan Remiso

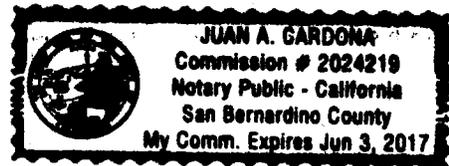
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Juan A. Cardona  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

Graffiti Removal East End  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 100+ Document Date 2-11-2014

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## SCOPE OF WORK

GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES  
(2013-PA024)A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Ari DeChellis of Land Development Division, who may be contacted at (626) 458-4062, e-mail address: [adechellis@dpw.lacounty.gov](mailto:adechellis@dpw.lacounty.gov), Monday through Thursday, 7:15 a.m. to 6 p.m. The Contract Manager or designee is the only person authorized by Public Works to request work of the Contractor. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Background

The work to be performed under this Contract consists of removing graffiti and do paint-out projects from all flood control facilities in the District's East Maintenance Area. Public Works' Graffiti Abatement Program aims to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti. A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

C. Work Description – General Statement

The Contractor will respond to requests for graffiti removal via the Graffiti Abatement Referral System. Under this contract the Contractor must patrol the entire length of each flood control channel and eradicate all graffiti discovered within 72 hours (three business days). The Contractor shall also do paint-out projects, consisting of any surface in the contracted area for any reason (not necessarily as a result of graffiti having been on the surface), e.g., continuity, color-matching, spotty painted vines, chipping paint, to beautify a neighborhood or community as requested by the Graffiti Abatement Program Manager or her designee.

The Contractor shall provide a minimum of two full-time crews. A full-time crew is defined as one full-time (40 hours per week, Monday through Friday) person in a fully equipped vehicle designated to carry out the duties detailed in this Graffiti Removal Contract.

- Flood Control Facilities East Area – A minimum of two crews.

The Contractor shall provide telephone answering service, within the County, from 8 a.m. to 5 p.m., Monday through Sunday, except on County-observed holidays, to receive instructions, information, complaints, etc., from Public Works. The work shall be performed in accordance with these specifications and Exhibit F, Locations Map.

The Contractor shall designate a project manager who can be contacted to confer with Public Works' Contract Monitors with respect to graffiti removal service and handle issues relating to contractor's operations and painters' performance. The Contractor's project manager shall have a thorough knowledge of the needs of Public Works' Graffiti Program for the Flood Control District's facilities, specifications, terms, conditions, and requirements of the Contract.

The Contractor shall log all graffiti removal requests and provide an electronic version (Excel) for reporting purposes.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. General Graffiti Removal Services

The Contractor shall conduct the graffiti removal services as follows:

1. Maintain a zero-tolerance policy for the District's facilities indicated in this Exhibit's paragraph G, Facility Locations and Limits, in accordance with the Contractor's Work Plan of Action. The Contractor shall follow its Work Plan of Action throughout the entire Contract unless otherwise approved in writing by the Graffiti Abatement Program Manager. In addition, the Contractor shall:
  - a. Remove vulgar graffiti (i.e., profane, obscene, threatening or racist) within 24 hours (seven days per week).
  - b. Respond to Graffiti Abatement Program Manager or designee on priority assignments, paint-outs, and color match corrective painting within 24 hours (seven days per week). Contractor will be paid according to the Form PW-2, Schedule of Prices, Item 2, As-Needed Emergency Response. Program Manager or designee determination on the number of required hours to perform these services will be final and binding.

- c. Remove graffiti within 72 hours (three business days) upon notification, Monday through Friday.
2. The Contractor must use Concrete Grey paint in all flood control facilities in the east area including, but not limited to spreading grounds, debris basins, dams, channels, i.e., all flood facilities. Substitute colors will not be accepted. Concrete Grey is the only paint allowed to paint out the channel areas. In cases where fencing abuts to the channel area, walls must be color-matched to the satisfaction of the County or the Contractor may elect to paint out the entire wall with Concrete Grey.
3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number and source of crews utilized and hours worked, including copies of timesheet indicating hours worked on this contract. This report will also include locations of requests for removal (the closest address) and square footage painted over or pressure washed. The Contract Manager, designee, or public may originate graffiti removal work requests (via telephone, e-mail, the Graffiti Abatement Referral System, or "The Works") and shall receive all completion reports from the Contractor through the Graffiti Abatement Referral System. These reports will then be routed to the Contract Manager who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works  
Land Development Division  
Attention Ms. Ari DeChellis  
Graffiti Abatement Section  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, paved access ways, wood, metal, stucco, brick, concrete, cinder blocks, rocks, sidewalks, smooth concrete, very rough grouted rip rap, various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing chemical solvents.
6. The method of removal shall consist of covering the graffiti or doing paint-out projects with water-based and/or recycled paint (graffiti paint)

and it must be concrete gray (color sample will be provided upon request). In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage on surfaces below.

7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc. Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works review.
9. Graffiti found on signs should not be painted over. Remove graffiti found on signs in the flood right-of-way with any of the following County approved solvents.
  - a. OFF-B Off-B, graffiti remover - liquid form
  - b. 3M™ Citrus Base Industrial Cleaner
  - c. State Chemical Graffiti Wipes
10. Typical graffiti removal sites include, but are not limited to, metal flap gates, channel walls and bottoms, ramps, pedestrian bridges over the channels, river beds, concrete bike paths, asphalt bike paths, wooden fences, wrought iron gates, gage block houses, side drain outlet structures, asphalt concrete embankments, berms, slopes, fences and posts, gates, curbs, retaining walls, stream gaging recording buildings, bridge abutments and decks, outside pump plant buildings, pump plants, and paved access ways. Bridge abutments, pillars, columns, and walls supporting bridges inside the channels.
11. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel if they are removing graffiti improperly. Field personnel must wear safety vest when working in the channels as well as protective gear and eye wear and gloves when applicable to prevent any accidents. Additionally, Contractor will stay informed of new technology of graffiti removal.

12. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the channel itself in violation of the National Pollutant Discharge Elimination System Permit. If such violation occurs, Contractor shall notify PWR immediately. Should Contractor violate this requirement, liquidated damages will be imposed. In addition, if Contractor fails to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES), in accordance with the Performance Requirements Summary, under this Exhibit, Section DD., an additional \$500 per each violation shall be imposed.
13. Use appropriate Best Management Practices including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, walkways, bike paths or any surface below or adjacent to surface requiring graffiti removal, from paint spillage or overspray.
14. Public Works reserves the right to change any aspect of the reporting system or the Contractor reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.
15. The Contractor's attention is directed to the fact that running water may be encountered in the channels and rivers following storms. In addition, water may be released to the channels from various sources during storm and nonstorm periods. The Contractor shall not attempt to enter the channel bottoms when rapidly flowing water is present since personnel and equipment could be swept downstream. The Contractor is solely responsible for determining whether or not the channels can be entered safely. The closure of beaches due to sewer contamination or any other incident does not constitute closure of the channels. Unless agreed by Public Works for safety reasons or if channel are entirely closed to the public then Contractor may stop service and must notify the Graffiti Abatement Program Manager immediately. Regular monthly payment will be made regardless of work canceled due to rain or high flows in the channels.
16. The Contractor is advised that due to construction or maintenance activities within the channels and or facilities, the Contractor may be directed to temporarily or permanently avoid a portion of a particular channel or facility. The Contractor is not authorized to stop service in any channel or facility on his own just because it was assumed contractor should not be there, Contract Manager must be contacted immediately for approval on any change in the graffiti removal activities. A prorated payment based on this Contractor's Monthly Unit Price and the affected length of the facility will be made. Public Works reserves the right to withdraw any or all facilities from this Contract at any time.

17. The Contractor will be issued a key for the purpose of accessing the facilities. The Contractor shall lock all gates following entry and/or exit. The Contractor is advised that bikeways and equestrian trails exist along many of the facilities. The Contractor shall conduct its activities in a manner that will not endanger the users or block access to these additional facilities.

E. Murals

Public Works is committed to the preservation of registered murals. Artists, community groups, and art organizations create new murals annually. Anyone or any group wishing to paint murals must obtain approval and permission from the County, whether a private individual or public agency. Painting murals on public or private property without permission of the owner is illegal and punishable.

Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti on murals or removal of a temporary "memorial" mural to the Contract Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any circumstance, repair, remove, "touch up", or "buff out" any murals without the consent of the Contract Manager. In defining what is a mural, versus what is graffiti, when in doubt, contact the Contract Manager.

F. Graffiti Removal Services

For graffiti removal from Flood Control facilities/rights-of-way, the Contractor shall adhere to the following additional specifications:

1. Only Concrete Grey water-based and/or recycled paint shall be used. (Color sample will be provided upon request)
2. Concrete Block Walls: Graffiti shall be covered up with concrete grey paint only. The paint-over color shall match the wall color (Concrete Grey). Over-spray on sidewalk or private property shall not be allowed.
3. Chain link Fencing and Pipe: All graffiti on pipes and fencing shall be painted over using a galvanized paint color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
4. Asphalt Bike Paths: Contractor shall be responsible for covering up graffiti found on the asphalt; it could be done by paint spraying or with a roller. Patchwork in heavily tagged areas must be avoided, instead, the entire bike path stretch must be repainted to restore bike path to its original

stage. The paint for this type of surface must be black, water-based paint, and it must be asphalt paint.

Concrete Bike Paths: Contractor shall be responsible for removing graffiti reported or found on the concrete bike paths by water, sand blasting, or both. Concrete bike paths must not be painted over, if concrete bike path was previously painted, the Contractor will be responsible for removing the new graffiti and the old paint used to cover the old graffiti. Contractor will be responsible for containing, recovering, and picking up all debris and waste water to avoid any channel water contamination while performing this activity to comply with (EPA) regulations. Concrete bike paths must be paint free.

5. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the original previous color using water-based paint. Contractor will be responsible for containing, recovering, and picking up all debris and waste water to avoid any channel water contamination while performing this activity to comply with (EPA) regulations.
6. Rocks along the bike path: All graffiti shall be covered up using concrete gray water-based paint without damaging any nearby vegetation.
7. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Paint, to paint walls must never be used at all, as it might eventually kill the tree by suffocating its trunk, by not letting tree breath through its bark. Contractor must only use water pressure, but the pressure must be regulated to avoid removing the bark of the tree. Any trees that have been previously painted to cover graffiti must be water pressured to remove new graffiti and old paint. Trees, vegetation, and green areas must be protected and by the Contractor.
8. Miscellaneous: These standards are basic. However, other standards may be developed and incorporated herein, as other graffiti surfaces are added due to expansion of recreational trails and aesthetic improvements.
9. The Contractor works for Public Works and Public Works has the final decision on how the graffiti removal will be conducted without any objection from any Contractor, e.g., Contract Manager or designee may request removal take place by scraping off layers of paint chips vs. adding more paint to channel walls.

G. Facility Locations and Limits

Following is a description of facilities included in this Contract. This Contract will cover all flood facilities in the East Flood Maintenance Area. This list is provided for your reference and may not include all flood facilities. The terms right bank and left bank on channels are based on the observer looking downstream:

1. **Alvarado Channel:** (consisting of PDs 238 and 577) Colima Road to Honore Street and Pomona Freeway to Greenbay.
2. **Alhambra Wash:** Mission Road to Rio Hondo Wash.
3. **Arcadia Main Branch:** 100 feet south of Huntington Drive to Rio Hondo Wash.
4. **Arcadia Lima Street Branch:** Orange Grove Avenue to Huntington Drive.
5. **Arcadia East Branch:** Orange Grove Avenue to Arcadia Wash Main Branch.
6. **Arroyo Seco:** 500 feet south of 210 Freeway to the Los Angeles River.
7. **Badillo Creek:** North Del Lay Avenue to Charter Oak Wash.
8. **Baker Wash (AKA MTD 16):** West of Glenview Road to Azusa Avenue.
9. **Batson Channel (AKA PD 275):** Barroso Street to Batson Avenue.
10. **Beatty Channel:** 600 feet east of the San Gabriel River to the San Gabriel River.
11. **BI 25:** Duarte Road to Standish Street.
12. **BI 30:** Duarte Road to Buena Vista Spreading Basin.
13. **BI 528 Basset Channel (AKA Avocado Creek):** Workman Mill Road and 3rd Avenue to the San Gabriel River.
14. **Big Dalton Wash:** Big Dalton Debris Basin to Francisquito Avenue.
15. **Bradbury Channel:** Bradbury Debris Basin to Lemon Avenue, Chimes Avenue to Mt. Olive Drive.
16. **Brea Canyon Channel:** (consisting of PDs 322, 273, and 395) Pathfinder Road to Brea Canyon and Castle Rock Road.

17. **Buena Vista Channel:** Tifal Avenue to Sawpit Wash.
18. **Charter Oak Wash:** Ruddock Street to the confluence of Walnut Creek south of Garvey Avenue.
19. **Charter Oak Channel:** (consisting of PDs 176 and 307) Covina Boulevard and Barston Avenue to Garsden Avenue.
20. **Chimes Channel:** Royal Oaks Drive to Chesson Street.
21. **Chino Creek:** Olive Street to Riverside Drive.
22. **Citrus Spreading Ground:** TG 599 A-2.
23. **Clark Channel (AKA PD-58):** Clark Avenue to Walbrook Drive.
24. **Diamond Bar Channel:** (consisting of PDs 283, 389, 1734, and MTD 77) cul-de-sac of Sunset Crossing Road to the 57 Freeway.
25. **Dorchester Avenue Channel and Drain (AKA BI 65):** Valley Boulevard to Hellman Avenue, TG 569 G4 and 635 G1/2 (consisting of PDs 2, 4, 41, and RDD 11).
26. **Doublegrove Channel:** (west segment, PD 4) Doublegrove Street to Valinda Avenue (east segment, PD 2, 41, RDD 11 Pass and Covina Road to Westcastle).
27. **Dove Creek:** (consisting of PDs 83 and 68) Kimberly Drive to Maclaren Street.
28. **Eaton Wash:** Eaton Dam to the Rio Hondo Wash.
29. **Emerald Wash and West Fork:** (west fork) Emerald West Debris Retaining Inlet to Emerald Wash, (east fork) Emerald East Debris Basin to the confluence of Live Oak Wash downstream of 6th Street.
30. **Englewild Channel:** Englewild Debris Basin to Sierra Madre Boulevard.
31. **Fair Oaks V-Ditch:** Altadena Drive to Creekside Court.
32. **Firey Avenue Channel:** Arrow Highway to the confluence with Puddingstone Channel.
33. **Frankton Channel:** (consisting of PDs 382, 426, and 526) 7th Avenue to Wedgeworth Drive.

34. **Fullerton Channel:** (consisting of PDs 1570, 239, and 681) Galatina Street to Whippoorwill Drive.
35. **Giano Channel:** (consisting of PDs 318, 199, 189 and 197) Renault Street to Lanaca Street.
36. **Gooseberry Creek:** Cul-de-sac of Windfall Avenue to Gooseberry Debris Basin.
37. **Hacienda Channel:** (consisting of PDs 244, 166, 252, 264, 338, 410; RDD 24; PDs 96 and PD 89; BI 704 and BI 625 [PDs 252, 264, and 338]) Los Altos Drive to La Subida Drive (PDs 244, 166, and 338), Avalo Drive to Pintura Drive (PD 410, RDD 24, PD 96, New Hampton Street to railroad tracks, PD 89, BI 625, and BI 704).
38. **Hastings Channel:** 800 feet north of Ranchtop Road to Alder Lane.
39. **Holt Avenue and Grand Avenue:** RDD 58, TG 599 D7.
40. **Hook Channel (AKA BI 1120):** (north segment) Hook West Debris Basin to 200 feet north of Sierra Madre Avenue, south segment), Leadora Avenue to Bennett Avenue.
41. **Kinneloa Channel West Branch:** Kinneloa West Debris Basin to the confluence with **Kinneloa Channel East Branch.**
42. **Kinneloa Channel (AKA PD 84):** Kinneloa East Debris Basin to Outpost Lane.
43. **Las Flores Diversion:** Las Flores Debris Basin to Rubio Debris Basin.
44. **Lawrence Channel (AKA PD 51):** Stimson Avenue to Halliburton Road.
45. **Lenore Channel:** Wildflower Road to Miloann Street.
46. **Little Dalton Diversion:** Little Dalton Debris Basin to the confluence of Big Dalton Wash east of Glendora Mountain Road.
47. **Little Dalton Wash:** Lorraine Avenue to confluence of Big Dalton Wash west of Vincent Avenue.
48. **Live Oak Wash:** Live Oak Debris Retaining Inlet to the confluence with Marshall Creek downstream of Puddingston Drive.
49. **Lycoming Channel:** (consisting of PDs 1445 and 1515) (west segment) Penarth to Brea Canyon. (east segment) Windwood Drive to the cul-de-sac of Dryander Drive.

50. **Marshall Canyon Channel and (west fork):** 300 feet north of Via De Mansion to the west fork confluence with Marshall Creek (main channel) 400 feet north off Orangewood Lane to the confluence with Puddingstone Channel downstream of Puddingstone Drive.
51. **Mill Creek and BI 236:** Sherwood Road to Hoeffler Drive.
52. **Morgan Creek:** Morgan Debris Basin to Manor Lane.
53. **MTD 184:** 71 Freeway to Campus Drive.
54. **Mull Debris Channel:** TG 569 G4.
55. **Nogales Channel (AKA BI 4350):** Nogales Street to the confluence with San Jose Creek.
56. **PD 215:** Linard Street to Byways Street.
57. **Pepperbrook Channel:** (consisting of PDs 729, 507, and MTD 8) (north segment) railroad tracks north of Gale Avenue to the 60 Freeway, (south segment) 60 Freeway to Colima Road.
58. **Pierre Channel (AKA PD 564):** Deloraine Drive to 150 feet south of Divonne Drive.
59. **Puddingstone Channel:** Puddingstone Diversion Dam to 200 feet south of Puddingston Drive.
60. **Puente Creek:** (consisting of PDs 26, 27, and Puente Creek) (north fork) Amar Road to the confluence with the south fork north of Wing Lane. (south fork) cul-de-sac of Glenhope Drive to the confluence with the San Jose Creek east of 7th Avenue.
61. **Rio Hondo Wash:** 500 feet north of Santa Anita Avenue to 500 feet north of Rosemead Boulevard.
62. **Rosemead overpass at Whittier Narrows Dam and Reservoir:** Between San Gabriel River and Rio Hondo, TG 635 J7.
63. **Rubio Wash:** Rubio Debris Basin to Altadena Golf Club Basin, Bonnie Avenue to Allen Avenue, Robles Avenue to Rio Hondo Wash.
64. **Rubio Diversion:** Rubio Wash to Crest Avenue.
65. **San Dimas Wash:** 1000 feet north of Foothill Boulevard to the confluence with Big Dalton Wash west of Lark Ellen Avenue.

66. **San Gabriel River:** (southern portion) San Bernardino Freeway to Thienes Avenue. (northern portion) Santa Fe Dam to the San Bernardino Freeway.
67. **San Jose Creek:** (easterly section) McKinley Avenue to Lemon Avenue. (westerly section) Lemon Avenue to approximately 1200 feet west of 7th Street, Lemon Avenue to Elsay Street
68. **South Fork San Jose Creek:** Humane Way to the confluence with San Jose Creek east of Benton Road.
69. **Sandalwood Channel (AKA PD 64):** Renault Street to Salais Street.
70. **Santa Anita Wash:** Santa Anita Debris Basin to Lynd Avenue.
71. **Santa Fe Diversion:** Buena Vista Street to the confluence with the San Gabriel River downstream of Arrow Highway.
72. **Sawpit Wash:** Sawpit Debris Basin to 200 feet west of Peck Road.
73. **Sierra Madre Villa Channel:** Sierra Madre Villa Debris Basin to Sierra Madre Villa Boulevard.
74. **Sierra Madre Wash:** Sierra Madre Dam to the confluence with Santa Anita Wash east of Highland Oaks Drive.
75. **Stimson Channel:** (consisting of PDs 219, 186, 15, and 47) 200 feet east of Fieldgate Avenue to Stimson Avenue.
76. **Thompson Creek:** Thompson Creek Dam to McKinley Avenue.
77. **Vallecito Channel (AKA PD 164):** Gale Avenue to the 60 Freeway.
78. **Valley Channel:** (consisting of PDs 1006, 1381, and RDD 222) Grassmere Avenue to Valley Boulevard.
79. **Van Tassel Flood Embankment:** Van Tassel Mountain to the confluence with the San Gabriel River east of Encanto Parkway.
80. **Vernon Channel:** (consisting of PDs 184, 208, and 135) (north segment) Felicia Avenue to Companario Drive. (south segment) Los Padres Drive to Mescalero Street. (west segment) Vivero Drive to Leone Avenue.
81. **Walnut Creek:** (eastern portion) Shouse Avenue to Sunset Avenue. (western portion) Sunset Avenue to the confluence with the San Gabriel River west of the 605 Freeway.

82. **Waringwood Channel:** (consisting of PDs 14 and 46), Northam Street to Valley Boulevard.

H. Plans and Specifications

Included in Exhibit F is a map showing the location of the East Flood Maintenance Area to be serviced in this Contract. This map shall be used only to locate the site and do not contain sufficient information to represent the actual site conditions.

The map, specifications, and other contract documents will govern the work. This Contract document is intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the specifications and not on the maps, or on the maps and not in the specifications, shall be as though shown or mentioned in both. The Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site.

I. Rights of Work

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, breaks, or any other reason. If, for any reason, the Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public right of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this section and with permission or in violation of this section without permission.

J. Work Schedule

The Contractor shall commence work in accordance with the Contractor's Work Plan of Action. Any adjustments to the plan must be approved by the Contract Manager 24 hours in advance of the work. The plan shall reflect completion of all work under this Contract within the specified time and in accordance with these specifications. If the Contractor refuses or for any reason fails to perform sufficiently to meet its Work Plan of Action, Public Works may perform said work and charge the Contractor for all costs incurred.

The work shall be diligently prosecuted throughout the term of this Contract. If the Contractor desires to make a major change in the method of operations after

commencing work, or if the plan fails to reflect the actual progress, the Contractor shall submit to the Contract Manager a revised Work Plan of Action in advance of beginning revised operations. The Contract Manager shall review and approve or disapprove the changes.

K. Responsibilities of the Contractor

1. The designated Contractor's Program Manager, as defined in this exhibit and Section C. Work Description, on page A.2., shall have a thorough knowledge of the East Flood Maintenance Area under their purview and must speak and understand English.
2. In the event a painter does not show up for work, the designated Contractor's project manager shall contact the Contract Manager or designee immediately.
3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
4. The designated Contractor's project manager shall provide a 24-hour emergency contact number.
5. All painters shall receive a minimum of two, 8-hour workday training in the East Flood Maintenance Area prior to providing billable services at the Contractor's expense and paid in accordance with the County's Living Wage Ordinance.
6. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the Contract Manager.

L. Prosecution of Work

To minimize possible hazard and to restore work areas to their original condition as soon as practicable, the Contractor shall diligently prosecute the work to completion. If, as determined by the Contract Manager, the Contractor fails to prosecute the work to the extent that the above purpose is not being accomplished, the Contractor shall, upon orders from the Contract Manager, immediately take steps necessary to fully accomplish said purposes. All cost of prosecuting of the work as describe herein shall be included in the Contractor's Annual Price. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part, until the Contractor takes steps.

If work is suspended through no fault of Public Works, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety and traffic during periods of suspension, Public Works may elect to do so, and deduct the costs thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

M. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the best interest of Public Works. The Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to the Contractor on the part of Public Works except as otherwise specified in Exhibit B, Section 3.C, Termination/Suspension for Default.

N. Default by Contractor

If the Contractor fails to commence work within the time specified to execute the work in the manner and at such locations as specified or fails to maintain a work program that will ensure Public Works interest or, if the Contractor is not carrying out the intent of this Contract, a written notice may be served upon the Contractor demanding satisfactory compliance with this Contract. If the Contractor does not comply with such notice within five days after receiving it or after starting to comply and/or fails to continue, Public Works may exclude the Contractor from the work site and complete the work by Public Works forces by letting the unfinished work to another contractor, or by a combination of such methods, and deduct any cost incurred by County thereof from monies due the Contractor.

O. Work by Others Due to Unsatisfactory Work Prosecution

If, as determined by the Contract Manager, the Contractor is not prosecuting the work in a satisfactory manner or is not providing for public safety and traffic, the Contract Manager will notify the Contractor of such unsatisfactory conditions and will indicate when corrective work must be completed. If the Contractor fails to comply, Public Works may elect to do the work or have the work performed by others and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

P. Hours and Days of Service

Any operation generating loud, harsh, or unusual noise shall be restricted to hours of 7 a.m. to 6 p.m. The days of operation shall be restricted to Monday through Sunday, each week, except County-observed holidays as listed below.

Observed Holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Independence Day
- Memorial Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

Q. Utilities

Public Works will not provide utilities.

R. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

S. Removal of Debris

All debris produced from this graffiti removal service specified herein shall be removed from County property rights of way and private property by the Contractor. The debris shall be properly disposed of at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. Failure of the Contractor to comply with the Contract Manager cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

The Contractor shall provide and maintain portable enclosed toilets if needed for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Public Works Representative. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning,

moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

T. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.
2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

U. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County.

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment and only trained personnel shall be allowed to operate it.
3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

V. Additional Responsibilities of the Contractor

1. Proposer or its managing employees must have a minimum of three years of experience performing graffiti removal services.

2. The Contractor shall maintain the required insurance and coverage as specified in Exhibit B, Section 5, Indemnification and Insurance Requirements, during the entire term of this Contract. At any time during the term of this Contract if there is a lapse in insurance coverage the Contractor shall immediately suspend work and notify the Contract Manager.

W. Best Management Practices (BMP)

Best Management Practices (BMP) shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the latest edition of the Los Angeles County Department of Public Works BMP Manual, and addenda thereto issued throughout the duration of the Contract Term. Copies of this publication are available for purchase from:

County of Los Angeles  
Department of Public Works  
Cashiers Office  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone (626) 458-6959

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMP for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

WM 005	Solid Waste Management
WM 006	Hazardous Waste Management
WM 009	Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

NS 008	Vehicle and Equipment Cleaning
NS 009	Vehicle and Equipment Fueling
NS 010	Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select

the appropriate and necessary number of BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal fees, staff costs, and consultants fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

X. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Contract Manager. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

Y. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all local, State, and Federal laws and regulations, which are applicable to the work.

Z. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractors Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, at a minimum, the names and telephone numbers of Contractor's Quality Control representatives, a description of the roles and responsibilities for quality control, the system for monitoring, reporting on, resolving quality control issues, and checklists or other documentation in support of Contractor's Quality Control function.

AA. Responsibilities of Public Works

The Director, acting through the Graffiti Abatement Program Manager or other designee, shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of all flood control facilities

under the contract to verify that the requested work has been completed according to these specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract are not met by the Contractor.

BB. Additional Location(s)

1. Additional area(s) may be added during the Contract period. Prior to performing work in any additional area(s), within 24 hours after receiving an oral authorization, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials, including estimated cost to perform work for the additional area(s); alternatively and per Public Works sole discretion, the Contract Manager may request the Contractor to perform the additional work utilizing the rate quoted for As-Needed hour in Form PW-2, Schedule of Prices. No additional work shall commence without written authorization from the Contract Manager. The Contractor shall be paid for additional area(s) in accordance with the rates submitted in the Form PW-2, Schedule of Prices. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional area(s) may be added to the Contract by amendment or change order.
2. All additional area(s) provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the Contract Manager.

**CC. Project Safety Official**

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

**DD. Performance Requirements and Liquidated Damages**

1. Public Works will use the Performance Requirements Summary to evaluate the contractor's performance of this Contract's tasks.
2. Failure to perform contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.
3. Liquidated Damages for noncompliance with the Living Wage Program is indicated in Exhibit B, Section 9.G., Enforcement and Remedies.

**PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Fines by regulatory and governmental agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost
Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per day per report that is late or not submitted
Insurance certifications	Certifications submitted before implementation of contract and on a timely basis thereafter	0%	100% inspection on a periodic basis	All contract remedies reserved	All contract remedies reserved
Employees well oriented to job	Employees must have thorough knowledge of requirements under this contract	0%	100% inspection on a periodic basis; complaints.	10% of total monthly amount of contract cost.	\$50 for each employee not knowledgeable of the job requirements
Staffing	Staffing levels are equal or exceed contract requirements	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per occurrence
Training Program	Document training of each employee	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$250 per untrained employee
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per employee, per occurrence
Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$50 per occurrence
Respond to complaints, requests and discrepancies	Respond within the time frame outlined in the specifications.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per complaint not responded to within the time frame outlined in the specifications

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$200 per occurrence
Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA)	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$500 per occurrence
Priority Assignment/ Emergency Response graffiti removal	Graffiti removed and/or painted over within 24 hours Monday through Sunday	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$200 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Remove graffiti	Graffiti removed and/or painted over within 72 hours Monday through Friday	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$5 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Reporting of graffiti removed	Graffiti requests for removal closed within 72 hours	0%	100% inspection by random sampling	50% of total monthly amount of contract cost	\$50 per complaint
Use of Subcontractor without approval	Obtain County's written approval prior to subcontracting any work	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$500 per occurrence

EE. Contractor Licensing

Contractor shall possess an active and valid C-33 State of California issued Contractor's license throughout the duration of this Contract. Failure to maintain a valid C-33 license may lead to Contract termination.

FF. Subcontracting

Subcontracting is prohibited.

GG. Proposed Monthly Price

All services required in this Exhibit A, Scope of Work, shall be included in the monthly price quoted by the Contractor in Form PW-2, Schedule of Prices.

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## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any

payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be

expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures,

County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original

signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and

regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor.

This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a

copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify

County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is

more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's or subcontractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### SECTION 3

#### TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to

perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts,

Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the

insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Administrative Services Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFP Notice)

e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and

scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a

tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## SECTION 9

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

#### A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

#### B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor,

some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at

least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such

material breach, County may, in its sole discretion, suspend or terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## SECTION 10

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2012)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

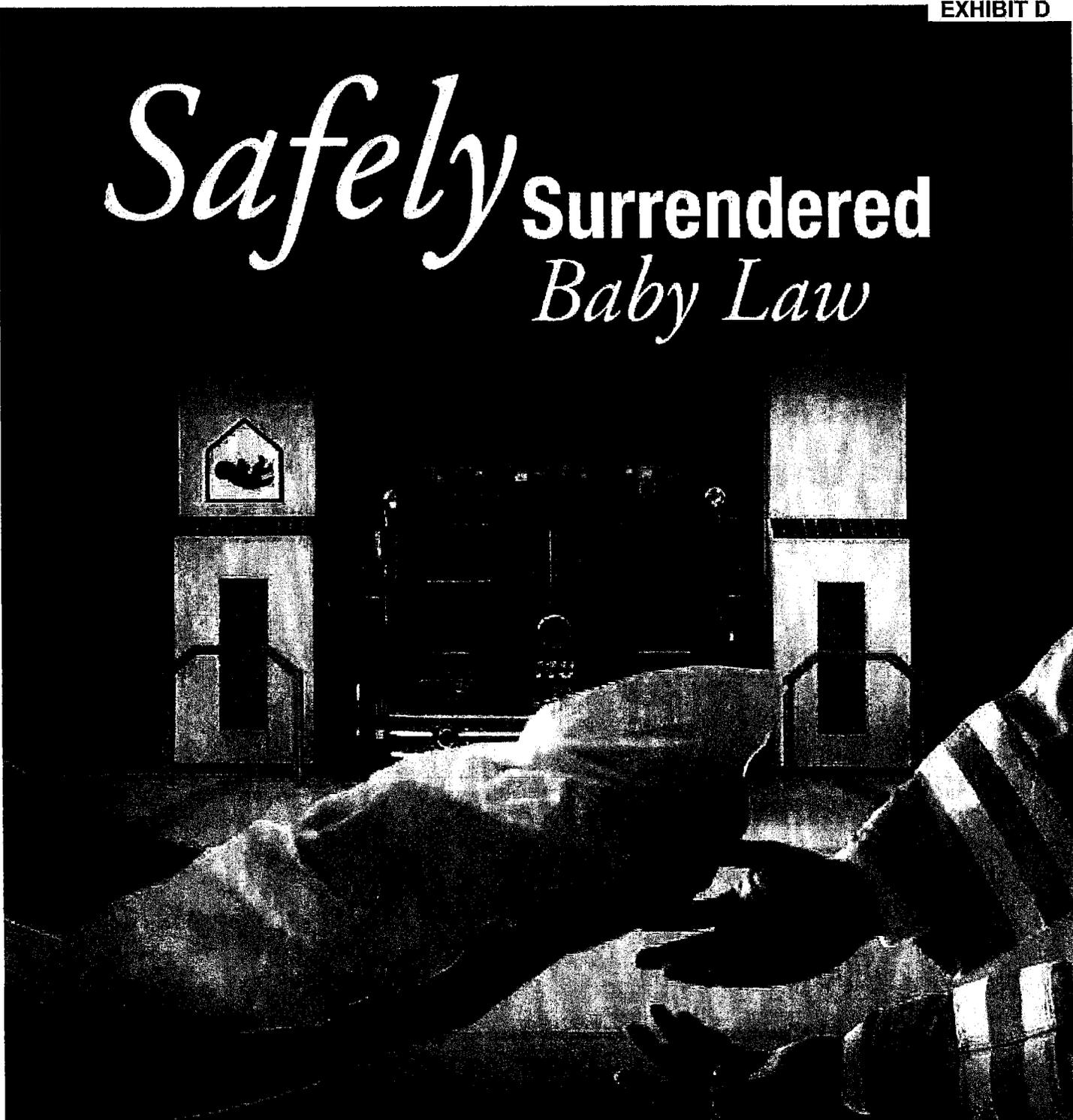
#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows a parent or other person with lawful custody to bring a baby to a hospital or fire station in Los Angeles County within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult. Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

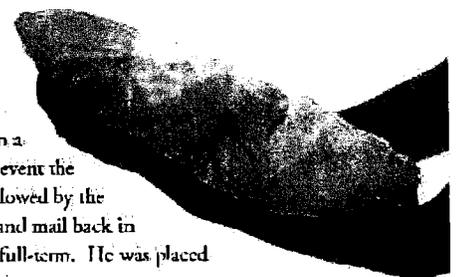
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafe.org](http://www.babysafe.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés Sin Peligro permite a una madre o padre entregar a un recién nacido a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

Si sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en basos públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

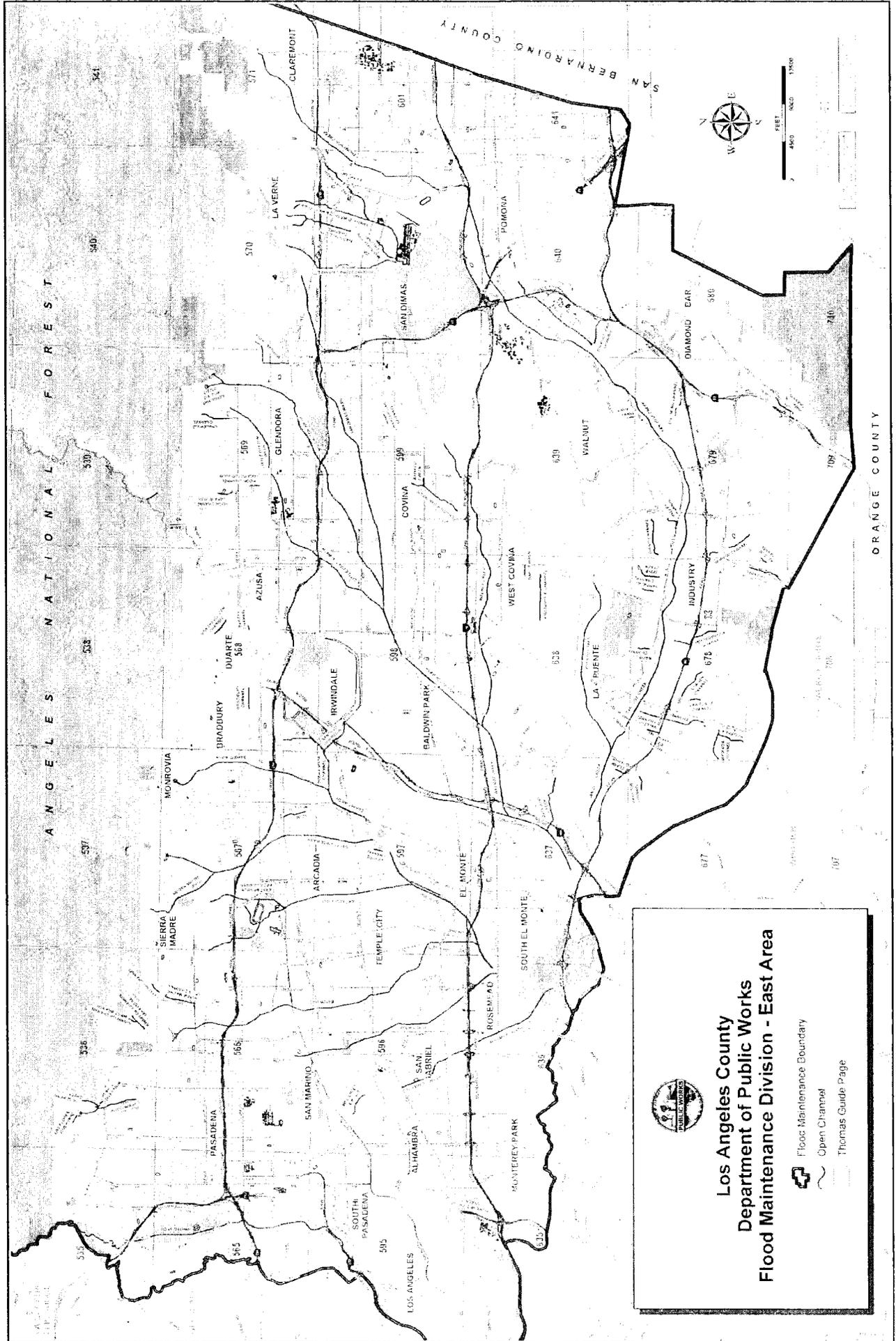
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

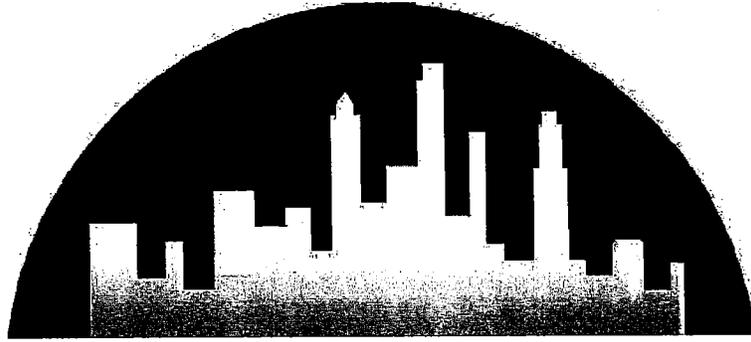
**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



  
**Los Angeles County**  
**Department of Public Works**  
**Flood Maintenance Division - East Area**

 Flood Maintenance Boundary  
 Open Channel  
 Thomas Guide Page



**URBAN GRAFFITI ENTERPRISES, INC.**  
**TAKING PRIDE IN OUR COMMUNITIES**

**PROPOSAL**  
**FOR**

COUNTY OF LOS ANGELES  
GRAFFITI REMOVAL AT EAST FLOOD AREA CONTROL  
FACILITIES (2013-PA024)

OCTOBER 23, 2013

Submitted by:  
**Urban Graffiti Enterprises Inc.**

P.O. Box 2383  
Covina, CA. 91722  
(626) 815-4900  
Fax (626) 815-4499  
Info@urbangraffiti.com

**GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL  
FACILITIES (2013-PA024)**

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**REQUIRED FORMS**

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P.O. BOX 2383  
PH (626) 815-4900 COVINA, CA. 91722 FAX (626) 815-4499  
juanr@urbangraffiti.com

September 23, 2013

Scott Pham  
County of Los Angeles Department of Public Works  
Administrative Services Division – 9<sup>th</sup> Floor  
P.O. Box 1460  
Alhambra, CA 91802

Subject: Graffiti Removal At East Area Flood Control Facilities (2013-PA024)

Mr. Pham,

I hereby declare that I am duly authorized by Urban Graffiti Enterprises Inc. to sign and bind said contracting firm to Los Angeles County. I further state that this proposal contemplates full compliance with all the specifications detailed in the County's Request for Proposal.

Urban Graffiti Enterprises Inc. is very aware of how important it is for our communities to be free of graffiti, not only for aesthetic purposes but also for the safety and morale of its residents. Graffiti has the unique characteristic of being a visual type of crime. Left unchallenged or poorly eradicated, graffiti and/or its remnants can give the impression of a community in despair and that can reflect on everyone, from the crews responsible to the city department in charge to its elected officials. Therefore, we go to great lengths to insure quality and professionalism in our services.

In putting together this bid, I personally took great care in addressing each and every aspect of the specifications. I fully understand the goals and objectives of this agreement. As an individual who has been in the industry for over 29 years, along with the vast combined experience and professionalism of my field and administrative staff, we are uniquely qualified to not only meet but in fact exceed the County's expectations. I have personally developed various graffiti abatement, control and prevention programs and strategies to combat the blight of graffiti and we continue on that trek. Our company has dedicated itself to providing the best service possible, utilizing the most efficient and cost effective methods of eradication. That coupled with our incessant endeavor for perfection in professionalism and workmanship makes us stand out from the rest. We bring to the table, unprecedented experience, innovation and creativity with processes such as; on-site color matching, our mobile app assisted, web based graffiti reporting and tracking system (GRAF) which automatically routes service requests to the assigned crew(s) and also provides live status view of all current pending and completed work.

If you have any questions regarding our proposal, please feel free to call me at (626)815-4900

Respectfully,

Juan Reinoso  
President  
Urban Graffiti Enterprises Inc.

## QUALIFICATIONS

Our company was founded by Juan Reinoso in 1990 as a sole proprietorship and in May of 2000, we incorporated as Urban Graffiti Enterprises Inc. (UGE). Unlike many others who claim to have decades of experience in the graffiti removal industry, when in fact they started off as painters, building maintenance or janitorial companies, our founder's experience can verifiably be dated as far back as the mid 1980s, under the employment of Graffiti Removal Inc. the original graffiti removal company in Southern California.

Even before Urban Graffiti Enterprises was ever imagined, our founder was hitting the trenches removing graffiti and providing various other public agency services throughout the tri-county area. He was in fact instrumental in developing and perfecting many of the processes and procedures still used in the industry today. From the very beginning, his vision was to provide exceptional, innovative service, taking pride in workmanship, and staying abreast of the latest in environmentally friendly and efficient technologies available. UGE started as a public agency services company and still is primarily geared towards developing and implementing solutions to the public sector.

Our municipal services began in 1990 providing graffiti removal services to the City of San Fernando, and the City of Burbank. Soon thereafter we continued acquiring many other public agency contracts providing not only graffiti removal but also; steam cleaning services, bus shelter services, bulky item pick-up and etched window repair and film installation. We have honed our skills as a company servicing small and large scale agreements. We have to date been awarded hundreds of public entity projects, ranging from \$12,000 to over \$700,000 each, annually. With a long history of contracting with public agencies we've always maintained the required licensing and adequate bonding and insurance limits. Therefore meeting any agency's insurance and licensing requirements is not a problem. We currently have 15 City contracts and we are servicing over 30 Los Angeles County, Orange County and San Bernardino County unincorporated communities through various other agreements. In addition, we also service numerous entities in the private sector.

From the very beginning UGE has strived for innovation and we've taken pride in our services. Our innovation began with being the first and still the only graffiti removal services provider to offer custom color matching on-site. We are the only company that trains all their service techs the skill of on-site color matching by eye, without the need of color matching hardware or software (spectrophotometers) that at best are only as accurate as the lighting or surface conditions allow it to be. Although our founder provided countless hours of beta testing for such technology and was instrumental in its early development, our extensive experience has taught us that such technology is still unreliable and cost prohibitive. Our innovation continued with industry firsts such as:

- First and still the only company that trains all their crews the skill of on-site color matching.
- First to introduce zero tolerance graffiti abatement programs.
- First to provide sacrificial and non-sacrificial coatings.
- First to provide etched glass repair and protective film application.
- First to introduce a flat monthly rate for public agency services.
- First to log every site serviced with before and after digital pictures.
- First to provide 1hr. response times for service requests, seven days a week.
- First with zero discharge wastewater reclamation and recycling equipment and procedures.
- First to implement graffiti data logging and tracking to assist in apprehension and restitution.
- First with proactive graffiti control solution programs.
  - Tagger arrest and prosecution reward program.
  - Schools and community outreach programs.
  - Free smart phone graffiti reporting app.
- First and only company to establish an in-house Quality Control department.
- The only contractor who provides live work status via web system.
- The only contractor with a mobile app assisted graffiti reporting system that is fully integrated with the Los Angeles County's TAGRS graffiti tracking servers.
- Lastly, we are the only contractor with an accredited graffiti analytical department whose sole responsibility is to provide graffiti research and analytical services.

Urban Graffiti Enterprises Inc. has for over 23 years been at the forefront of these services and it is our goal and commitment to our clients to continue on our quest for excellence.

## EXPERIENCE

**UGE Inc** has a combined staff experience of over 90 years in providing public agency maintenance services. We have been providing these services throughout the southern California area for over 23 years. In addition we are properly licensed by the State of California to provide the services we contract out for, including etching repair and anti-graffiti film installation services. Our company's experience could be dated back to the mid 1980s when our founder (current President, Juan Reinoso) started as an in-shop paint matcher for the Sullivan brothers. The true pioneers of the municipal graffiti removal industry. After becoming proficient in the skill of color matching, he quickly and assertively moved up the ranks, mastering every aspect of the trade and excelling with his can-do attitude, constantly showing his innovative capabilities and continuously improving his craft.

That innovative spirit continues to date, in every aspect of our company. To begin with, it is at the company President's insistence, that all our administrative and office staff be familiar with any and all processes and procedures employed by our service crews in the field. In addition, all new employees, regardless of the position they were hired for, start in the field. That means that all new hires, including administrative and office support staff, can expect to spend at least a week (with the exception of our service crews who can spend up to two weeks or more) in drive-alongs with a veteran Field Tech, covering our various contracted areas and getting firsthand knowledge of our processes and procedures. That practice continues periodically for all office and administrative staff throughout their employment. We believe that it is imperative we all have a comprehensive understanding of our duties as a company. Therefore all administrative staff is required to participate in this program to keep abreast of:

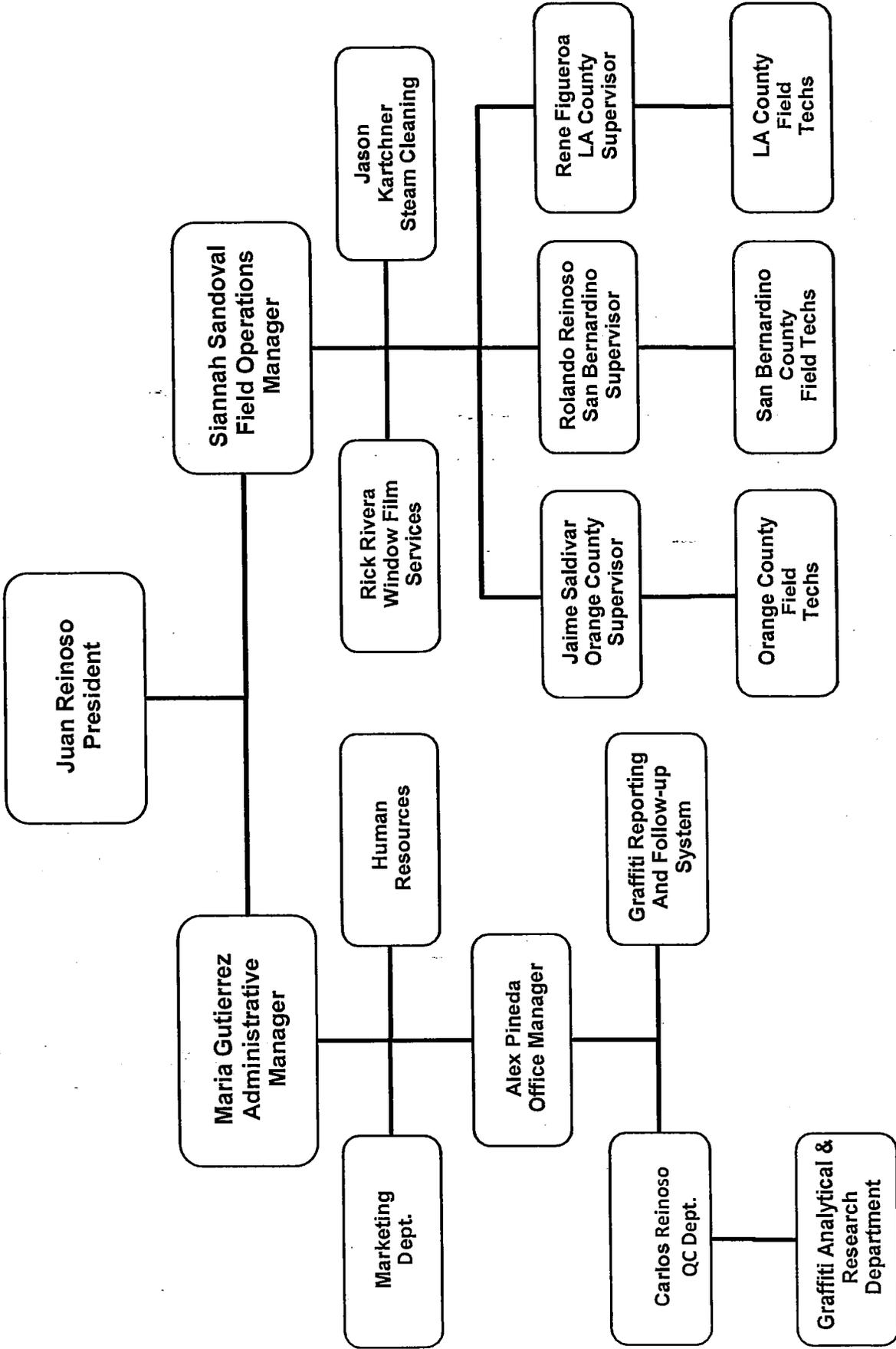
- The proper use and maintenance of any and all equipment we employ in our services.
- Appropriate use of the various solvents, materials and processes at our disposal.
- Understanding the various types of surfaces and the most suitable method(s) of treating them.
- Training in full understanding of assigned project procedures.
- Comprehensive training in the latest IT solutions.
- Safety procedures, defensive driving techniques and compliance with NPDES, BMPs.
- The importance and understanding our Quality Standards and requirements.

The company President has always been a constant and intricate part of our evolution and continually challenges our staff into finding better ways to service our clients while still maintaining the level of quality we've become known for. Because of that, our staff continually researches new products and procedures for efficiency and cost effectiveness. That practice has kept us at the cutting edge of the latest technology. Our staff has been instrumental in the development of new equipment and/or procedures such as: spectrophotometer color matching (portable computer color matching), bicarbonate soda blasting, crushed nutshell blasting, sacrificial/non-sacrificial coatings, window etching repair, graffiti logging and tracking solutions, and even laser technology. In fact, graffiti removal and pressure washing procedures still utilized to date were developed and/or perfected by two members currently on our staff, over 29 years ago. Furthermore, **UGE Inc** has been instrumental in the indoctrination of a number of anti-graffiti ordinances. UGE was responsible for the development and introduction of the more cost effective, zero tolerance fixed monthly pricing structure now employed by the majority of local public agencies contracting these services out. We have always strived for excellence, and our multiple year municipal, county and state projects are proof positive of our success. Since our reputation rides on the success of each and every project we undertake. We don't attempt to acquire as many projects as possible, without regard to quality and professionalism. We only aim to procure those projects which the awarding agency or entity is serious about a successful program. By being selective we are able to render exceptional service matched by no other contractor. We have set unprecedented standards, still unsurpassed by our competition.

We have undertaken and succeeded in completing intimidating projects other contractors have shied away from. It was our company who took on the Los Angeles County's Florence/Firestone South Central pilot project in the early 90s. Although it took an unprecedented effort on our part that for the first 6 months had us operating at a loss, we stuck to our agreement and completed the 8 month project to the amazement of the Project Manager and County Supervisor Gloria Molina. Needless to say, after the pilot program, we went on servicing that area for over ten years and have continued servicing many other high incidence areas for various departments of Los Angeles County ever since. In addition to the aforementioned, we were the only company that dared to take on what by all accounts was the overwhelming undertaking of the City of Compton's graffiti problem. Regardless of the odds bet against us we quickly and assertively brought the graffiti problem under control.

Due to the long list of both local, county and state contracts we've serviced, our staff is well versed in the procedures and requirements of the various funding sources for these projects. We've had extensive experience with CDBG reporting requirements and other public agency Living Wage Ordinance requirements.

**URBAN GRAFFITI ENTERPRISES INC.**  
**Organizational Chart**



## PROPOSED STAFF/KEY PERSONNEL EXPERIENCE

<p><b><u>President</u></b>                  Juan Reinoso                  29 Years</p>	<p>Juan has over 29 years in the public agency services industry. He was instrumental in the early development of processes widely used in the industry today, such as; On site color matching, non-abrasive blasting systems, computer color matching, and sacrificial/non sacrificial coatings, graffiti data logging and tracking, graffiti analytical services. He has developed and implemented many programs for graffiti removal, control and tracking. First in the industry to provide guaranteed one hour service response times. Directly involved with every facet of the various contracts and programs currently on hand. He in fact is the only company president, CEO, etc. that can literally get into any of our service vehicles and actually perform any and all of the processes our Field Techs can perform. In addition, his continuous involvement with various community based programs and outreach give him the grounding necessary to keep our communities betterment at the forefront of these services.</p>
<p><b><u>Administrative Manager</u></b>                  Maria Gutierrez                  20 Years</p>	<p>Maria has over 20 years of accredited business management 4 years as a hospital administrator where customer service and attention to detail are paramount and now 16 years in the public agency services sector. She possesses extensive experience in drafting out and implementing safety, quality control and staff management programs along with overall projects management. Maria is primarily responsible for training, enforcing and the continual updating of our Injury and Illness Prevention Program, Hazardous Materials Communication Programs NPDES and all applicable BMP's. In charge of development and implementation of all Federal, State and County safety programs. Payroll, billing procedures and Contract Management.</p>
<p><b><u>Contract Manager</u></b>                  Siannah Sandoval                  10 Years</p>	<p>Siannah has 10 years of public agency contract management experience. Her duties consist of serving as liaison between our company and the city's Program Manager, daily management of the project and continual review and adjustment of the program in order to accommodate needed or required modifications. She is also responsible for maintaining overall efficiency and accountability of proposed resources/staff. Her commitment to each contract she oversees is commendable. She always goes above and beyond the call of duty. She gives each contract the dedication as if it were the only contact she handles.</p>
<p><b><u>Management Assistant</u></b>                  Alexandra Pineda</p>	<p>Alexandra has 2 years experience in office management and administrative assistance. She is responsible for immediate fielding of service requests and day to day communication with city personnel. Maintenance of all record keeping such as; data entry, reports and quality control program. Her drive and attention to detail is exactly what is necessary to keep track of each item she is in charge of to ensure all information is accurate and complete.</p>
<p><b><u>Field Supervisor</u></b>                  Rene Figueroa</p>	<p>Rene has over 20 years of experience in city, county and state services projects. He is not only a fully trained and qualified Field Technician but also an accomplished Field Supervisor with extensive experience in the field of color matching and blending. He will be responsible for performing the eradication processes of the agreement. He is trained and certified in the use of all required equipment, and procedures such as; on-site color matching, high pressure washing, media blasting, proper handling and application of solvents and sacrificial coatings and incident reporting techniques such as smart phone apps and TAGRS requirements.</p>
<p><b><u>Field Technicians</u></b>                  Eddie Pineda 10 Yr. Exp.                  Jonathan Mendoza 8 Yr. Exp.</p>	<p>2 fully trained and qualified field service technicians responsible for performing the agreement tasks within the contract service areas. Trained and certified in the use of their equipment, and procedures such as; on-site color matching, high pressure washing, sand/soda blasting, proper handling and application of solvents and sacrificial coatings and incident reporting techniques such as smart phone apps and TAGRS requirements.</p>
<p><b><u>Quality Control Inspector</u></b>                  Carlos Reinoso</p>	<p>Carlos has over 8 years of experience with graffiti removal, control, tracking and analytical services programs. He started in the industry at a very early age, first mastering the field aspects of our services then moving on to our IT development department where he was instrumental in the development of our unrivaled technological solutions. He is a proficient graffiti analyst and quality control expert. His duties consist of surveying the contracted area(s) to log and report on the level of service being provided by our Field Technicians. Quality of work is his specialty. His field inspections and input are vital to our Quality Control Program.</p>

*Field and support staff listed may differ upon contract award and/or change throughout the term of the agreement.*

## **WORK PLAN**

After careful assessment of the scope of work detailed in the county's RFP specifications and previous experience servicing these rivers, we propose an all-inclusive, flexible approach that we feel will not only meet but exceed the county's goals and expectations at a very competitive rate. Our straight forward, yet thorough, area specific work plans have proven to be very effective in not only quickly bringing graffiti under control but also maintaining it under control through its fluctuations. We have implemented these same strategies in these and various other flood control facilities throughout Los Angeles, Orange and San Bernardino Counties with much success. By removing graffiti as promptly as possible and keeping it down, the glorification taggers feel, is assertively diminished and their hold on our communities is quickly diminished.

We propose to take a zero tolerance approach to graffiti and our crews will remove any graffiti noticed while on patrol and perform any required paint-outs on the properties and structure exteriors located within the confines of the East Area Flood Control Facilities as detailed in Exhibit A, pages A.8 through A.13. Properties to be maintained graffiti free include but are not limited to; pavement, wood, metal, brick, concrete, cinder blocks, rocks, sidewalks, rip rap, etc.

Since it would be impossible to survey and service every one of the 82 facilities listed in the RFP every day, it is our intention to set daily and/or weekly schedule per facility (river/channel) depending on its recidivism rate. Said schedule will be flexible enough so as to accommodate any future changes deemed necessary by the County's Program Manager or as the need arises. Requests for service received from the County's Graffiti Abatement Referral System will be automatically routed to the assigned area Field Tech via our proprietary Graffiti Reporting And Follow-up system. As with all of our other contracts, it will be our goal to service any requests for serviced via telephone, email, GARS, etc. the same day of receipt or within 24 hours. Vulgar, intimidating or retaliatory graffiti will be removed upon sight or within 1 hour after receipt, during normal business hours or first thing the following day 7 days a week.

It is our intention to have our GRAF system integrate with the County's GARS system for automatic, seamless service request routing to the Field Crews assigned to the project. In addition, to further enhance the whole reporting and tracking aspect of our services, the County's Program Manager will be given access to GRAF via a secure, dedicated web portal where the status of any and all service requests can be viewed live as they are being completed. (Please see, GRAF Live Status View attached)

Per the RFP, our Field Techs will use new and/or recycled, Concrete Gray water based, paint for paint-outs, Off-B graffiti Remover, 3M Citrus Based Cleaner, State Chemical Graffiti Wipes for non-porous surfaces such as signs, glass, tile, etc. and water/sandblasting on natural non-porous surfaces such as concrete, block/brick walls, galvanized steel, etc. Our Field Techs will maintain up to date Material Safety Data Sheets for all materials used in their processes. No debris or runoff from any of our operations will be allowed to go into any river or channel.

Concrete Gray color paint shall be used for all flood control facilities and channel areas. Although adjacent walls and/or abutments that differ in color will be custom color-matched as close as possible and painted. Asphalt surfaces will be painted using a light mist or thin layer of diluted black paint with an abrasive additive to ensure traction on the surface is not compromised. Concrete bike paths, rocks and rock walls, will only be treated using pressure washing and/or sandblasting. Any and all debris from our operations will be picked up and legally disposed of. Vandalized trees will be treated with a pressure washer at medium pressure with a wide tipped nozzle to avoid damaging the tree's bark. Every attempt will be made to successfully remove any previous paint and/or graffiti from the tree's surface but never at the cost of the tree's protective bark surface. Any deviation from the processes herein detailed will be run by the County's Program Manager before any changes are implemented.

Based on the requirements detailed in the RFP and our previous experience servicing these flood control facilities, we propose the following field and supervisory staffing:

### **Proposed Staffing**

- (2) Fulltime Field Techs with two fully self-contained service vehicle 5 days per week Monday – Friday.
- (1) Field Supervisor
- (1) Quality Control Inspector
- (1) Dedicated Project/Contract Manager

### Service Guidelines

As stated previously, since it would be impossible (and a waste of resources) to visit every river, channel or facility listed in the RFP, daily. A Service Schedule will be established, which will take into account the reoccurrence rate of each and every one of the 82 facilities listed. This Service Schedule will incorporate daily, weekly, bi-weekly and monthly service intervals for all the facilities depending on their individual need and/or re-hit rate. The Service Schedule will also incorporate known hotspots or sensitive areas that may need frequent visits.

Due to the large geographical area this contract encompasses and for more precise and efficient routing and tracking purposes, we will subdivide the service area into two more manageable Zones. **Los Angeles County East Rivers 1 (LACER 1)** will consist of all facilities listed in the RFP west of and including San Gabriel River and **LACER 2** which will include all of the facilities east of San Gabriel River.

At the beginning of their shift, the assigned Field Techs will respectively set up their route for the day which will start with any pending service requests already on their GRAF phone app list. After completion of those service requests, they will proceed to proactively patrolling and servicing their service area (Zone) per the established Service Schedule placing priority on any known areas of high activity.

Upon completion of any service, the Field Tech(s) will upload the required job completion information such as; GPS location, time, date of completion, square footage, surface type, removal method, a before and an after image of the site to GRAF. All that information will be accessible live by the County's Program Manager. Any sites reported to the Field Techs which cannot be completed, will be immediately reported to the County's Program Manager via GRAF with an image of the location and the reason why it couldn't be completed. We feel that it is the contractor's responsibility to establish total trust with its client(s) through total accountability of the proposed resources.

Field Tech(s) shall prioritize their service as follows:

- County's Program Manager request.
- GARS
- Established hotspots or sensitive areas.
- School Zones/corridors

*Due to the fact that these areas are susceptible to higher than normal incident rate and because of the importance of maintaining safe school corridors, special attention will be given to these areas.*

A zero tolerance approach shall be taken by our field staff in order to maintain the above listed areas, properties and/or surfaces graffiti free for the term of the contract. Any graffiti noticed by our Field Techs shall be removed immediately and its completion information sent to the city's Program Manager via GRAF. Furthermore, any locations reported by or before 1:00PM by the city's Program Manager shall be serviced the same day during on-site service hours otherwise by the next scheduled service day. All of our Field Techs are equipped with smart phones capable of immediately receiving service request directly from our Graffiti Reporting And Follow-up (GRAF) system which seamlessly integrates with **TAGRS** (Please see Graffiti Reporting and Tracking).

**UGE Inc's** personnel, perform all duties in a courteous and efficient manner, in accordance with accepted professional standards, without causing damage or injury to any person or property. Great care is taken to ensure the protection of property such as, vehicles, windows, shrubbery, walkways, etc. from any residue like paint overspray, sand, etc. Methods employed to protect such property may include but not be limited to; drop cloths, plastic sheeting, or scheduling the job for a more opportune time. In some instances, and only when necessary, the contractor shall paint using rollers or brushes ensuring proper coverage. In the event of any residue, due to a procedure conducted by our personnel, the area shall be restored to its original condition. Color matching will be used on all previously painted surfaces to ensure quality, professional removals. We guarantee all work completed against failure due to defective materials and/or faulty workmanship for a period of one year.

### Contract Manager

A Contract Manager will be assigned to this contract. The Contract Manager will be responsible for overseeing the day to day operations and issues relating to the performance of our Field Techs and serve as the liaison between Urban Graffiti Enterprises Inc. and the County's Program Manager. The duties of the Contract Manager shall consist of:

- Thorough knowledge and experience with the Flood Control Facilities and contract terms, specifications, conditions and requirements.
- Interfacing with the County's Program Managing Department and/or designee.
- Coordinating special projects and requests.
- Respond to any concerns the City's Program Manager may have.

### **Quality Control Inspector**

A quality control inspector will be assigned to periodically patrol the service area insuring adherence to the contract requirements. (Please see Quality Assurance Program attached).

### **Required Periodic Reporting of Jobs Completed**

Any periodic reports required under this agreement, will be generated and sent automatically to the County's Project Manager (or his designee) via GRAF. Our Graffiti Reporting And Follow-up system is designed to be able to generate and send just about any type of report desired via email, automatically. Therefore, service logs can be generated in both hard copy and electronic format, by the County's Program Manager.

### **Emergency Call-out Procedure**

The Contract Manager, Safety Officer and Field Supervisor shall be accessible seven days a week, 24 hours a day via direct email or cell phone. Our emergency call-out procedure has built redundancy so as to avoid any mistakes or miscommunications. Our clients have several ways they can reach us 7 days a week 24 hours a day.

- **Via land line** - When a call is placed to our office after hours, a live operator answers the line and the subsequent message is sent to at least three Managers and the company President.
- **Via dedicated emergency email** - We have a dedicated emergency email address that reaches all company Managers, Supervisors and company President on their personal cellular telephones. When an emergency email is received via that address, the email has to be cleared (responded to) within 30 minutes.
- **Via regular email** - We provide the County's Program Manager the direct email addresses for the Contract Manager, Field Supervisor and at least one other company Manager.
- **Via cell phone** - The County's Program Manager is given the Contract Manager's cell phone number so he/she can reach them directly.

The County is guaranteed to receive a response within 1 hour after hours or 30 minutes during our normal business hours.

### **Hiring and Training**

UGE is an equal opportunity employer and we believe in fair hiring practices. We maintain strict policies against discrimination based on; age, race, national origin, gender, religion, sexual orientation or disability. We are committed to the communities we serve, therefore when hiring for new or existing projects, we always start our recruitment efforts from within the communities we serve. As part of our hiring process all employees including Field Techs, must undergo a background and a driving record check. When hired, they are added to the DMV Pull-Notice program which notifies us as soon as there is an issue with their driving record. Before moving on to Field Tech status, new hires are put through a comprehensive, rigorous training program, which starts with our company exclusive on-site custom color matching training. In addition to that training they also receive training in:

- Equipment use, maintenance and in-field troubleshooting and repair.
- Appropriate use of the various solvents, materials and processes we employ.
- Understanding of the various substrates and surfaces they will encounter and the most suitable method(s) of treating them.
- Training in full understanding of assigned project procedures.
- Comprehensive training in the latest IT (smart phone apps) solutions.
- Safety procedures, defensive driving techniques and compliance with NPDES, BMPs.
- The importance and understanding of our Quality Standards and requirements.

Even after the above detailed training program, no new Field Tech is placed on any project without passing his/her 90 day probationary period. Upon completion of the probationary period the new hire must still pass the Policy and Procedures Knowledge Test, which covers all of the items detailed above plus area contract specific knowledge. All new and veteran Field Techs are not only trained but also constantly refreshed on the contractual requirements of the area and/or project they are assigned to.

In addition, because the image of our company and safety of our personnel and residents of the communities we serve is paramount to us. All of our Field Personnel are required to wear professional looking uniforms and company badges with their name and picture clearly visible. Finally, due to some of the unsafe neighborhoods we sometimes have to work in, both our management and field personnel is taught crisis diffusion techniques. (Please see Safety Program Summary)

### **Proactive Prevention Programs**

In addition to the expert graffiti eradication services we provide, it is our intention to provide residents and businesses of the city the following:

- Smart phone graffiti reporting app.
- Etched glass repair and protective window film application at a reduced rate.
- \$500.00 Tagger Tip Reward Program for information leading to the arrest and conviction of a tagger.
- Graffiti Analytical services at a reduced rate.

These programs will be in force and available to the city for the life of the contract.

When evaluating our proposal, please take into consideration our extensive experience in the industry and some of the advantages of this all-inclusive program.

- We are properly licensed with C33, D38, D52 classifications to provide these services.
- Our approach incorporates a flexible service component which can be tailored to suit any future needs.
- Preemptive, zero tolerance graffiti search and eradication rather than just reactive removals.
- Previous patchwork repair at no additional cost to the city.
- Our proactive graffiti control and prevention programs.
- Immediate to 24 hour response to service requests.
- Unrivaled true on-site color matching.
- Automated web and smart phone app service request reporting and handling.
- Accurate and detailed monthly service logs. (Sample Service Log attached)
- Live status of work in progress, via city dedicated web portal. (Sample GRAF Live Status View attached)
- Printable individual job completion and confirmation reports. (Sample Job Completion Report attached)
- Graffiti data logging for the TAGRS program included.
- Accredited graffiti analytical services available.

If you have any questions regarding this portion of our services, please feel free to call us at (626)815-4900 or email us at [info@urbangraffiti.com](mailto:info@urbangraffiti.com). We greatly appreciate this opportunity and your consideration.

## **QUALITY ASSURANCE PROGRAM**

### **Policies And Procedures**

From the very beginning our company has established a reputation for taking pride in the quality and professionalism of our services. Our Quality Control Department's sole objective is to make sure our clients/residents are satisfied with all aspects of our service.

The QC Team's duties consist of in-house and field staff. Periodic surveys of our contracted areas are taken, insuring color matching accuracy, appropriate service request response, graffiti control assurance, customer (constituent) satisfaction, and overall project management. The QC Team, which may include the Project and Staff Managers, meet weekly to discuss all in-house and field issues found during their inspection and review. Any quality concerns are noted on our QC Correction Form (sample provided) then addressed with the responsible individual(s). The Staff Supervisor then schedules the situation or concern to be remedied. If it is determined that additional training is needed, a schedule is then set for retraining. Once remedied, an after picture is taken of the correction and attached to the form. All information pertaining to the matter is then entered into a database and filed for future reference.

All documents and logs are kept confidential and only the Quality Control Manager, the employee, the employee's immediate Supervisor have access to them. No sensitive employee information is publicized or shared with anyone not directly involved. In addition, monthly meetings are held to discuss all contracts to obtain a full understanding of the status of all our service areas and how they are being handled (QC Survey Form sample provided).

### **Inspection Fundamentals**

All of our Field Techs are tele-tracked via a web browser tracking system which gives dispatch, Managers and Supervisors, their live locations and history of their whereabouts, including routes and stops. In addition, with our smart phone assisted, web based service routing system (GRAF), we get live date and time stamped status information from our Field Techs as they complete each and every job.

The QC Team also monitors data entry to make sure all entries are consistent and spelled correctly. They audit the GRAF system to insure work order completion information is entered timely and accurately. This includes making sure that the Field Techs are adhering to the scope of work within their service area and that they are meeting the required response time. Routine reviews of the before and after pictures the crews take of every job are conducted to monitor workmanship. Finally, random truck, uniform and equipment inspections are conducted to ensure a professional appearance.

As a minimum the QC team will perform the following:

#### **In The Field**

- Periodic and random surveys of all contracted areas, to ensure service obligations are meeting the needs of the community.
- Log, report and follow up on any inconsistencies with our service.
- Conduct a ride-along with our Field Techs to insure proper protocol is being followed.

#### **In the Office**

- Perform periodic inspections of Field Tech Work Logs.
- Process and review before and after pictures taken by the Service Techs.
- Audit GRAF reporting system.
- Inspect all field service vehicles and equipment for proper upkeep and maintenance.

## **SAFETY PROGRAM SUMMARY\***

**UGE Inc.** is committed to the safety of its employees, citizens and the protection of our environment as a whole. Consequently, we employ only EPA approved procedures and materials. Our Safety program complies and adheres to SB 198 and all rules and regulations set forth by the County, State, and Federal government agencies. We have a designated Safety Officer and Safety Designee, who are responsible for training, enforcing, and the continual updating of our Injury and Illness Prevention and Hazardous Material Communication Programs. Additionally, we subject all new employees to a rigorous training program that includes but is not limited to, thorough knowledge of the program, proper use of safety equipment, proper use and maintenance of equipment, materials, field safety practices and defensive driving techniques (a safety handbook is provided to all staff). Because we realize the importance of keeping Safety at the forefront of our staff, we conduct weekly Safety/Tailgate meetings. This ensures all issues are communicated to and addressed by the Safety Officer, Designee and Management. In addition, a safety manual and binder are provided. The manual is an outline of the Safety Program to be kept in their service vehicle for reference. The Safety Binder contains equipment manuals, list of safety equipment (sample provided) and its uses, MSDS, as well as other pertinent information to assist them in being self-reliant and safe. During our Quarterly Safety Meeting, all employees are required to bring their binder to ensure they are updated and all their Safety gear is on hand. Employees are encouraged to report any incidents to their immediate Supervisor. In such cases an incident report is filled out, the employee, depending on the injury will either be tended to by means of first aid or be sent to our nearby clinic for evaluation. And as part of our wellness program we offer modified duty when applicable.

The Safety Program Designee is responsible for completing all required Safety checklists. If any safety issues are found, they are immediately reported to the Safety Manager and a plan is put in place to correct the deficiency. The Safety Designee will also provide the replacement of any safety items needed.

*\* This is a summary of our extensive multi-faceted safety program which is available for review by any of our clients upon request.*

## GRAFFITI REPORTING AND TRACKING SYSTEM

At UGE we have always taken great pride in our innovative spirit and ingenuity. Years ago we embarked on a quest to electronically track, log and catalog all graffiti eradicated, so we may better assign and distribute our resources and identify trouble spots within our service areas. Soon after developing GRID (Graffiti Information and Research Database) we realized we needed a better reporting system so we developed, GRAF (Graffiti Reporting And Follow-up) application. GRAF is essentially a web based, mobile phone app assisted graffiti reporting solution. With GRAF, city staff can report graffiti via the web or by using our proprietary phone app which is also available for residents to use. After eight years of providing graffiti tracking and analytical services to our clients, in 2010 we decided to forge an exclusive reciprocal agreement with TAGRS, the leading graffiti tracking solution on the market. In this partnership, TAGRS provides their extensive multi-county server infrastructure and we provide our accredited graffiti analytical and research experience. Therefore, along with our ever evolving graffiti eradication and control programs, we can further enhance the proactive aspect of any program with true tracking, logging and categorizing of the graffiti and offenders.

With TAGRS, all graffiti data will be pooled with that of other participating cities and public agencies, into the Los Angeles County Sherriff's servers. The law enforcement agency for the area is then given access to the law enforcement portal of TAGRS where they can not only track trends, activity and taggers but also share intelligence on gangs, tagging crews and/or taggers with other law enforcement agencies. By pooling data and sharing intelligence, law enforcement agencies can not only better plan arrests but also build stronger cases against offenders for prosecution and restitution purposes. We are the only contractor with a web based graffiti reporting system that seamlessly integrates with TAGRS without any additional equipment or procedures. We provide all of our Field Techs smart phones with our own proprietary app which they use to log all pertinent information and take before and after pictures for live status of sites serviced. The County's Program Manager will be given a user name and password in order to be able to log into GRAF and get live status reports of pending serviced requests along with a running list of sites serviced including before and after pictures of the graffiti eradicated.

In addition to the aforementioned, we intend to make our accredited graffiti analytical services available at a reduced rate for the areas we service. Our analytical service far supersedes the untrained and arbitrary moniker entry by field crews, whose expertise is graffiti abatement and not graffiti analysis and cataloging or that of an out of state analytical department with no true knowledge of the traits and trends of gangs and tagging crews in our communities. Our Graffiti Analytical & Research Department (GARD) is part of our commitment to provide proactive graffiti control and prevention programs. GARD staff is solely dedicated to the study of the graffiti subculture through constant research of gangs/crews, trends, tactics and procedures via internet forums, blogs chat rooms and law enforcement intelligence.

Finally, as is our practice, we propose to continually update our systems in order to keep up with the fast pace of information technology.

## SAMPLE SERVICE LOG

### Sample City

INV # SPL0001

Address	Location	Method	FTG	Reported by	Date completed	Comments
404 W WORKMAN	N	S/Blast	5	UGE	01/31/13	pillar
SCHOOL / SAN JOSE	SW	S/Blast	10	UGE	01/31/13	curb,swalk
N/S PUENTE ST near MONTE VIS	N/S	Paint	5	UGE	01/31/13	walls, signs
E ADAMS PARK - GRAND / N DI	S/S	Paint	10	UGE	01/31/13	ubox
CITRUS / SAN BERNARDINO RD	N	Paint	10	UGE	01/31/13	at r/s tracks on the bars that stop traf
1101 N AZUSA	N	Paint	10	UGE	01/31/13	wall
945 N AZUSA	E	Paint	2	UGE	01/31/13	parking sign
QUEEN SIDE / HOMEREST	E	Solvent	1	UGE	01/31/13	sign
A/E 929 W CYPRESS	S	Solvent	3	UGE	01/31/13	sign
401 N AZUSA	E	Paint	10	UGE	01/31/13	lit pole, b/o signs
RIMSDALE / BADILLO	NW	Solvent	1	UGE	01/31/13	sig pole
321 N VINCENT	E	Solvent	1	UGE	01/31/13	sign
RIMSDALE / SAN BERNARDINO	SE	Solvent	3	UGE	01/31/13	sig pole
AZUSA / SAN BERNARDINO	SW	Solvent	3	UGE	01/31/13	cylinder
SAN BERARDINO / AZUSA	SE	Paint	5	UGE	01/31/13	yoshinoya sign
576 N CITRUS	NW	Solvent	5	UGE	01/31/13	ubox
RR TRACKS / CITRUS	NW	Paint	15	UGE	01/31/13	fence
PUENTE / 2ND ST	NE	Paint	3	UGE	01/31/13	ubox n/o comer
636 S 2ND ST	W	Solvent	2	UGE	01/31/13	business sign
GRAND / PUENTE	NW	Solvent	1	UGE	01/31/13	push button box
GLENDORA / PUENTE	NW	Solvent	1	UGE	01/31/13	r/s stop sign
GLENDORA / RUDDOCK	SE	Paint	10	UGE	01/31/13	asphalt patch on swalk
ADAMS PARK / GRAND	SW	Solvent	5	UGE	01/31/13	donation box
BADILLO / GRAND	SE	Solvent	1	UGE	01/31/13	fire hydrant
BADILLO / NEARGLEN	SW	Solvent	1	UGE	01/31/13	tpole
BADILLO / GRANDVIEW	NE	Paint	2	UGE	01/31/13	ubox e/o comer
605 E BADILLO	S	Paint	5	UGE	01/31/13	base of tpole
1481 N HOLLENBECK	S	Paint	30	UGE	01/31/13	wall b/o bldg
536 E ARROW	N	Paint	5	UGE	01/31/13	sign
<b>Total sites</b>	<b>260</b>	<b>Total footage</b>	<b>2,765</b>			

Our monthly service logs include clear and complete service locations, method of removal, footage, completion date and comments. That along with our web based GRAF system, there's never any need for guess work as to what was done, where and when.

**State of California  
Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:**

**URBAN GRAFFITI ENTERPRISES, INC.**

**FILE NUMBER:** C2232824  
**FORMATION DATE:** 05/05/2000  
**TYPE:** DOMESTIC CORPORATION  
**JURISDICTION:** CALIFORNIA  
**STATUS:** ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of February 03, 2011.

*Debra Bowen*

**DEBRA BOWEN**  
Secretary of State



State of California  
 Bill Jones  
 Secretary of State

01-173341

STATEMENT BY DOMESTIC STOCK CORPORATION

ENDORSED  
 FILED  
 In the office of the Secretary of State  
 of the State of California

JUN 01 2001

*Bill Jones*  
 BILL JONES, Secretary of State

1. DO NOT ALTER PREPRINTED NAME. IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER.

C2232824 DUE DATE 05-31-01 01955S  
 URBAN GRAFFITI ENTERPRISES, INC.  
 MICHAEL ALLAN  
 1545 WILSHIRE BLVD 8TH FL  
 LOS ANGELES, CA 90017

This Space For Filing-Use Only

2.	STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
	1633 W. San Bernardino Rd.	Covina, CA	91722
3.	STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	ZIP CODE
	1633 W. San Bernardino Rd.	Covina, CA	91722
4.	MAILING ADDRESS	CITY AND STATE	ZIP CODE
	P. O. Box 2383	Covina, CA	91722

6.	CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
	Juan C. Reinoso	1633 W. San Bernardino Rd.,	Covina, CA	91722
8.	SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
	Maria Gutierrez	1633 W. San Bernardino, Rd.,	Covina, CA	91722
7.	CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
	Maria Gutierrez	1633 W. San Bernardino Rd.,	Covina, CA	91722

8.	NAME	ADDRESS	CITY AND STATE	ZIP CODE
	Juan C. Reinoso	1633 W. San Bernardino Rd.,	Covina CA	91722

9.	NAME	ADDRESS	CITY AND STATE	ZIP CODE
	N/A			

10.	NAME	ADDRESS	CITY AND STATE	ZIP CODE
	N/A			

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: -0-

12. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:  
 AN INDIVIDUAL RESIDING IN CALIFORNIA.  
 A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO SECTION 1505 OF THE CALIFORNIA CORPORATIONS CODE.

AGENT'S NAME: Michael L. Allan, Esq.

13.	ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL.	CITY	STATE	ZIP CODE
	1605 W. Olympic Blvd, Ste 9014	Los Angeles	CA	90015

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
 Graffiti Removal

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Juan C. Reinoso  
 TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

*[Signature]*  
 ORIGINAL SIGNATURE

President  
 TITLE

05/29/01  
 DATE



**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

If this is an amendment, see instructions.

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**1. CORPORATE NAME**

C2232824  
Urban Graffiti Enterprises, Inc.  
1280 Mountain View Circle  
Azusa, Ca. 91702

**2. CALIFORNIA CORPORATE NUMBER**

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CA	
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/				
8. SECRETARY				
9. CHIEF FINANCIAL OFFICER/				

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME				
11. NAME				
12. NAME				

**13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:**

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

**14. NAME OF AGENT FOR SERVICE OF PROCESS**

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE  
CA

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

06/24/13

Maria Gutierrez

Secretary / Treasure

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

*Maria Gutierrez*  
SIGNATURE

APPROVED BY SECRETARY OF STATE



**State of California  
Secretary of State**

S

13

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.  
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
In the office of the Secretary of State  
of the State of California

JUL 20 2011

This Space for Filing Use Only

1. **CORPORATE NAME**  
C2232824  
Urban Graffiti Enterprises, Inc.  
1280 Mountain View Circle  
Azusa, CA. 91702

**Due Date:**

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2.  If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16.  
If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 1280 Mountain View Circle	Azusa	CA	91702
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 1280 Mountain View Circle	Azusa	CA	91702
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3 P.O. Box 2383	Covina	CA	91702

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
6. CHIEF EXECUTIVE OFFICER/ Juan Reinoso	P.O. Box 2383	Covina	CA	91722
7. SECRETARY Maria Gutierrez	P.O. Box 2383	Covina	CA	91722
8. CHIEF FINANCIAL OFFICER/ Maria Gutierrez	P.O. Box 2383	Covina	CA	91722

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
9. NAME Juan Reinoso	P.O. Box 2383	Covina	CA	91722
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS  
Maria Gutierrez

	CITY	STATE	ZIP CODE
14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 1280 Mountain View Circle	Azusa	CA	91722

**Type of Business**

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
Graffiti Removal Services

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

03/03/11 Maria Gutierrez  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM

Secretary  
TITLE

*Maria Gutierrez*  
SIGNATURE



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAR 05 2013

Date: \_\_\_\_\_ SK

*Debra Bowen*  
DEBRA BOWEN, Secretary of State

# URBAN GRAFFITI ENTERPRISES, INC. CONTRACTORS LICENSE

	State Of California <b>CONTRACTORS STATE LICENSE BOARD</b> ACTIVE LICENSE	
License Number	<b>592356</b>	Entity <b>CORP</b>
Business Name	<b>URBAN GRAFFITI ENTERPRISES INC</b>	
Classification(s)	<b>C33 C61/D38 C61/D52 C61/D63 C61/D42</b>	
Expiration Date	<b>12/31/2014</b>	<a href="http://www.cslb.ca.gov">www.cslb.ca.gov</a>



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LS

DATE (MM/DD/YYYY)

01/31/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A.J. Longo & Associates Ca. Ins. License #0524739 253 N. Lake Avenue Pasadena, CA 91101 Blake Longo	626-796-1313	CONTACT NAME:	
	626-795-1313	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	URABN-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Urban Graffiti Enterprises, Inc. P.O. Box 2383 Covina, CA 91722	INSURER A: Golden Eagle Ins Corp A,XV		10836
	INSURER B: Everest National Ins Co A+,XV		10120
	INSURER C: American Safety Indemnity A,IX		
	INSURER D:		
	INSURER E:		
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CBP 57786	01/13	01/10/13	OCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						SONA & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		DA9874448	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N	7600005026131	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors (PL)		CPL0300861202	10/01/12	10/01/13	Each Loss 1,000,000
	Pollution Liab		OCCURRENCE FORM			Aggregate 1,000,000

if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

 DMVCA1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# ATTACHMENTS



Jan 11, 2012

SB APP

Supplier #32444  
URBAN GRAFFITI ENTERPRISES INC  
P O BOX 2383  
COVINA CA 91722

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

### **Certification Period**

From Jan 4, 2012 to Jan 31, 2014

### **Business Types**

Service

### **Classifications**

- 312115 - Paints and primers
- 721015 - Building maintenance and repair services
- 721029 - Facility maintenance and repair services
- 721530 - Glass and glazing services
- 721535 - Structural exterior cleaning services
- 721540 - Specialty building and trades services
- 731811 - Coating services
- 761116 - Building component cleaning services
- 781802 - Panel and paint services



TOM TINDALL  
Director

County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (877) 669-CBES  
FAX: (323) 881-1871

*"To enrich lives through effective and caring service"*

October 23, 2012

**CBE Program ID #: 81793**  
**Status: MBE**

Mr. Juan Reinoso, President  
Urban Graffiti Enterprises, Inc.  
P.O. Box 2383  
Covina, CA 91722

Dear Mr. Reinoso:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until October 23, 2014.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this certification period, you are required to notify this office immediately.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have questions, please call (877) 669-CBES or email us at [cbesbe@isd.lacounty.gov](mailto:cbesbe@isd.lacounty.gov) and refer to the identification number above.

Sincerely,

TOM TINDALL  
Director

Debbie Cabreira-Johnson  
Program Director

TT:DCJ/ct

c: Cynthia Tucker, CBE/LSBE Certification Specialist



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**  
 1100 North Eastern Avenue  
 Los Angeles, California 90063

Telephone: (877) 669-CBES  
 FAX: (323) 881-1871

TOM TINDALL  
 Director

*"To Enrich Lives through Effective and Caring Service"*

January 11, 2012

Maria Gutierrez  
 URBAN GRAFFITI ENTERPRISES INC  
 1280 MOUNTAIN VIEW CIR.  
 AZUSA, CA 917021600

Vendor #: 52010701

Dear Maria Gutierrez:

Congratulations! Your business is now certified as a County of Los Angeles Local Small Business Enterprise (Local SBE). Your Local SBE certification is valid until January 31, 2014.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3963 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at [www.laosb.org](http://www.laosb.org) or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

TOM TINDALL  
 DIRECTOR

DEBBIE CABREIRA-JOHNSON  
 Program Director

TT:DCJ/ct



TOM TINDALL  
Director

## County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (877)669-CBES  
FAX: (323) 881-1871

*"To enrich lives through effective and caring service"*

October 23, 2012

**CBE Program ID #: 81793**  
**Status: DBE**

Mr. Juan Reinoso, President  
Urban Graffiti Enterprises, Inc.  
P.O. Box 2383  
Covina, CA 91722.

Dear Mr. Reinoso:

Congratulations! Your firm has been accepted for participation in the County of Los Angeles Community Business Enterprise (CBE) Program as a Disadvantaged Business Enterprise (DBE).

Although the County does not certify DBEs, as a DBE participant the CBE program recognizes your business for participation in certain federal programs. You will also be included in the County's database of Minority, and/or Women, Disadvantaged, and Disabled Veteran Business Enterprises. This will ensure you are notified of opportunities for participation in these federal programs.

Your participation is valid thru October 23, 2014. If there are any changes in ownership and control of your firm during this participation period, please notify this office immediately. In addition, you must submit proof of recertification by authorized governmental certifying agency prior to expiration date to maintain your participation status.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your DBE participation in the County's CBE program. If you have any questions, please call (877) 669-CBES (2237) and refer to the identification number above.

Sincerely,

TOM TINDALL  
Director

Debbie Cabreira-Johnson  
Program Director

TT:DCJ/ct

c: Cynthia Tucker, CBE/LSBE Certification Specialist



Jess A. Carbajal, Director  
300 N. Flower Street  
Santa Ana, CA  
P.O. Box 4048  
Santa Ana, CA 92702-4048  
Telephone: (714) 955-0200  
Fax: (714) 955-0378

January 6, 2010

To whom it may concern:

I have had the pleasure of working with Urban Graffiti removal services for approximately 8 months. They have provided excellent service to the County of Orange and at times our need for immediate service.

There removal crews consistently achieve outstanding results. The citizens of Orange County can be very demanding and difficult to please. Working with urban we scheduled almost all our hotspots to be visited twice per week. This has proven to very positive with the diminished graffiti and very happy citizens. I know that when Urban is tasked to do a project that it is going to get done to the satisfaction of the communities.

We also take advantage of Urban's versatility by using there Steam cleaner and color matching capabilities. The County of Orange has been receiving E-Mail, phone calls praising the response time, Satisfaction with the completed jobs and the professionalism of field staff.

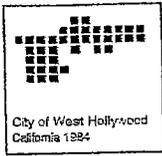
I look forward to having a contract with Urban for many years to come.

Please contact me if you should have any questions or need additional information 714-955-0331.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl Reed", written in a cursive style.

Carl Reed  
Supervising Maintenance Inspector Specialist  
County of Orange



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6471  
FAX: (323) 848-6565

## DEPARTMENT OF HUMAN SERVICES

January 5<sup>th</sup>, 2010

Mr. Juan Reinoso  
Urban Graffiti Enterprises  
P.O. Box 2383  
Covina, CA 91722

Mr. Reinoso:

I wanted to take a moment at the start of the new decade to thank you and your company Urban Graffiti Enterprises, for the excellent work that you have done in the City of West Hollywood for the last 16 years. As you know our City has a Zero tolerance for graffiti, and you help make it that way for us.

I currently look over 10 contracts for the City, and wish they all ran as smoothly as our experience with Urban Graffiti. You provide a service that is literally turn key for our City, your color matching is excellent. We also appreciate your ability to take care of particularly graphic or obscene graffiti for us on a moments notice.

You and your company have always made yourselves available to help West Hollywood look proactively at graffiti concerns, and to help advise the City on various graffiti coatings at our new parks and facilities.

On a final note the City greatly appreciated the donation of your time and materials in our recent rejuvenation of one of our new projects, the Hayworth Low Income Housing Project. Your occasional Pro Bono efforts in our City are acknowledged and valued.

If you should need my assistance in any way please feel free to contact me.

Regards

David Gardner  
Urban forest and Landscape Supervisor  
City of West Hollywood

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Brett E. Franklin  
COUNCILMEMBERS  
Claudia C. Alvarez  
Lisa Bist  
Alberta D. Christy  
Mike Garcia  
Jose Solorio



**CITY OF SANTA ANA**  
**PUBLIC WORKS AGENCY M-82**  
P.O. Box 1988  
Santa Ana, California 92702

CITY MANAGER  
David N. Ream  
CITY ATTORNEY  
Joseph W. Fletcher  
CLERK OF THE COUNCIL  
Patricia E. Healy

July 29, 2004

Dear Sir or Madam:

Urban Graffiti Enterprise has provided the City of Santa Ana with graffiti removal services since 1999. The terms of the contract require that they provide these services on weekends and holidays, between the hours of 8:00 a.m. and 4:00 p.m.

To date, Urban Graffiti has met all the terms of the contract and has responded to all calls from our dispatcher and "Hotline" calls in a quick and efficient manner. Their staff is well trained and their crews are experts in matching paint and eliminating graffiti.

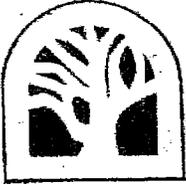
Before the City initiated weekend and holiday graffiti removal service our work crews were inundated with abatement work during the course of the week. Once Urban Graffiti came on board the phone calls and complaints dropped drastically. Their service has been extremely beneficial in helping rid the City of urban blight. They set an excellent standard in the field of graffiti removal.

If you have any questions, or would like to discuss their performance, please feel free to contact me at (714) 647-3303.

Sincerely,

A handwritten signature in black ink that reads "David Urbin". The signature is fluid and cursive, with a long horizontal stroke at the end.

David Urbin  
Projects Manager  
Public Works Agency



**CITY OF CLAREMONT**

Community Services Department

1616 Monte Vista Avenue  
Claremont, CA 91711-2913  
FAX (909) 445-7822  
www.ci.claremont.ca.us

Director • (909) 399-5432  
Trees • (909) 399-5431  
Maintenance • (909) 399-5431  
Solid Waste • (909) 399-5431  
Oak Park Cemetery • (909) 399-5487

July 3, 2007

**To Whom It May Concern:**

The City of Claremont has been working with Urban Graffiti since September 2005 for contract graffiti removal services throughout the City. They have since done an excellent job for the City. They consistently achieve outstanding results with graffiti removal on public and private property. We have never received any complaints from our residents regarding the quality of work generated by Urban Graffiti. In fact, as a result of their outstanding service, our graffiti report call volume has decreased compared to years when we did not have Urban Graffiti as our graffiti contractor.

If, on the rare occasion, there have been graffiti locations that have been missed, Urban Graffiti immediately takes care of the problem without the need for City staff to constantly follow-up. Overall, they have been an excellent contractor and we would recommend their services to any organization that needs graffiti removal services.

If you should have any questions about this program, please feel free to contact the Community Services Department at (909) 399-5431.

Sincerely,

Anna Sanchez  
Senior Management Analyst

## **Maria Gutierrez**

---

**From:** Telias, Arieenne <ATELIAS@dpw.lacounty.gov>  
**Sent:** Monday, March 26, 2012 12:24 PM  
**To:** Maria Gutierrez  
**Subject:** Reference Letter

Good afternoon Maria-

I hope all is well.

I apologize for our policy on providing letters of reference to our contractors.

Please inform administrators that they may contact me should they need clarification on your contracts with us.

Thank you.

**Ari Telias**  
**Graffiti Abatement Program Manager**  
**Land Development Division**  
**Los Angeles County**  
**Department of Public Works**  
**(626) 458-4062**  
**Graffiti Hotline - (800) 675-HELP (4357) or report online at:**  
**[www.dpw.lacounty.gov/go/graffiti](http://www.dpw.lacounty.gov/go/graffiti)**

# LAND USE SERVICES DEPARTMENT



COUNTY OF SAN BERNARDINO

CODE ENFORCEMENT DIVISION  
385 N. Arrowhead Avenue, San Bernardino, CA 92415-0185  
(909) 884-4056 Fax (909) 387-4323  
<http://cms.sbcounty.gov/lus>

CHRISTINE KELLY  
Director

March 23, 2012

To Whom It May Concern,

I confirm that I have dealt with Urban Graffiti Enterprises Inc. since July of 2010, during which time they have provided San Bernardino County Code Enforcement graffiti removal services for the 1st and 3rd Supervisorial Districts. They have always responded to our requests for service in a timely manner and have provided excellent quality work. Their employees have been easy to work with and are always easily accessible to our staff. Their work has been a major factor in helping us provide the residents of San Bernardino County a better quality of life.

I can confidently recommend Urban Graffiti Enterprises Inc. as a solid and reliable graffiti abatement contractor.

Sincerely,

Ignacio Nuñez  
Code Enforcement Supervisor  
San Bernardino County Code Enforcement



*City of Compton*

**OFFICE OF THE MAYOR**

**ERIC J. PERRODIN**  
Mayor

Office (310) 605-5597

Fax. (310) 605-5631

Email: eperrodin@comptoncity.org

June 26, 2007

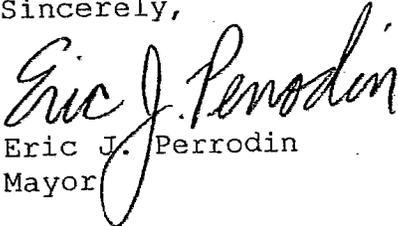
To Whom It May Concern:

Urban Graffiti Enterprises, Inc. has provided graffiti removal services to the City of Compton for approximately 2 years.

The City has been very satisfied with their services and just recently renewed our contract with them for another year.

If you have any questions regarding Compton's experience with Urban Graffiti, please feel free to call me at (310) 605-5597.

Sincerely,

  
Eric J. Perrodin  
Mayor

*The People are the City*



*401 East Chapman Avenue – Placentia, California 92870*

January 12, 2010

Juan C. Reinoso  
Urban Graffiti Enterprise  
P.O. Box 2383  
Covina, CA 91722

To Whom It May Concern:

Urban Graffiti Enterprise has had an open Purchase Order with the City of Placentia for the past eleven (11) years. The objective of this service is to remove graffiti visible from a public thoroughfare. The graffiti is removed from various surfaces via sandblasting, painting and solvents.

Urban Graffiti does a weekly survey for removal and sends a fax to the Corporation Yard for approval. After approval, the graffiti is quickly removed. The job is professionally performed matching existing colors.

The Public Works Department appreciates Urban Graffiti's professional performance in Placentia's graffiti removal project.

Sincerely,

Joel Cardenas  
Public Works Superintendent

JC/jj



*City of Compton*

**PUBLIC WORKS  
STREET MAINTENANCE DIVISION**

**SATRA ZURITA**  
Senior Administrative Analyst

600 N. Alameda Street  
Compton, CA 90221

Phone (310) 605-5594  
Fax Line (310) 761-1417  
E-mail: szurita@comptoncity.org

January 11, 2010

To Whom It May Concern:

Urban Graffiti Enterprises has provided graffiti removal services for the City of Compton since 2005. They have provided excellent service to the City and their staff is very professional and responsive to the City's needs.

At the time the City decided to contract graffiti abatement services, the City was riddled with graffiti. Graffiti removal was being handled by two Public Works employees who were significantly overmatched by the taggers. Literally, there seemed to be no end in sight! When Urban assured us they would color match, thereby making it appear as though we never had a graffiti problem, it sounded too good to be true. However, they consistently achieve outstanding results with graffiti removal on public and private property. The number of square feet of graffiti removed annually has been significantly reduced.

Four years later, our City looks good. We no longer receive distress calls from our residents, now they call to compliment us. Urban Graffiti Enterprises provides excellent customer service, they color match, and the drivers have a friendly relationship with many of our residents. When ask to participate in the City's special programs/projects they are always willing to help. They go above and beyond the call of duty and they take great pride in their work.

Urban Graffiti Enterprises is an excellent contractor and I would recommend their services to any organization that needs graffiti removal services.

Please do not hesitate to contact me at (310) 605-5594, if you have any questions or need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Satra Zurita".

SATRA ZURITA  
SENIOR ADMINISTRATIVE ANALYST



CITY OF BURBANK  
124 SOUTH LAKE STREET, P.O. BOX 6459, BURBANK, CALIFORNIA 91510-6459

PUBLIC WORKS DEPARTMENT

July 27, 2004

To Whom It May Concern:

Urban Graffiti Enterprises has had a graffiti removal contract with the City of Burbank since 1991. Mr. Juan Reinoso of Urban Graffiti Enterprises has been our liaison with the residents of Burbank in regards to the removal and has done an exceptional job in meeting our needs. His response time, attention to detail, and professionalism are appreciated assets in today's business world. We are very pleased to recommend Mr. Reinoso and his company, Urban Graffiti Enterprises, for any graffiti removal work. If you have any questions, please do not hesitate to contact me at (818) 238-3800.

Sincerely,

Bob Van Hazelen  
Assistant Public Works Director – Fleet and Building

BVH:sr



**CITY OF CLAREMONT**

Community Services Department

1616 Monte Vista Avenue  
Claremont, CA 91711-2913  
FAX (909) 445-7822  
www.ci.claremont.ca.us

Director • (909) 399-5432  
Trees • (909) 399-5431  
Maintenance • (909) 399-5431  
Solid Waste • (909) 399-5431  
Oak Park Cemetery • (909) 399-5487

January 6, 2010

**To Whom It May Concern:**

The City of Claremont has been working with Urban Graffiti since September 2005 for contract graffiti removal services throughout the City. They have since done an excellent job for the City. They consistently achieve outstanding results with graffiti removal on public and private property. We have never received any complaints from our residents regarding the quality of work generated by Urban Graffiti. In fact, as a result of their outstanding service, our graffiti report call volume has decreased compared to years when we did not have Urban Graffiti as our graffiti contractor.

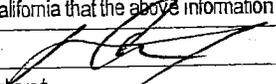
If, on the rare occasion, there have been graffiti locations that have been missed, Urban Graffiti immediately takes care of the problem without the need for City staff to constantly follow-up. Overall, they have been an excellent contractor and we would recommend their services to any organization that needs graffiti removal services.

If you should have any questions about this program, please feel free to contact the Community Services Department at (909) 399-5431.

Sincerely,

Anna Sanchez  
Senior Management Analyst

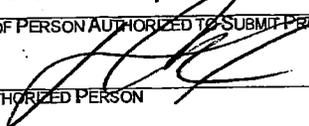
**VERIFICATION OF PROPOSAL**

<b>DATE: Oct. 23 , 2013</b>		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: <b>Graffiti Removal at East Area Flood Control Facilities (2013-PA024)</b>			
<b>DECLARANT INFORMATION</b>			
3. Name Of declarant: <b>Juan Reinoso</b>			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). <b>Urban Graffiti Enterprises Inc.</b>			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: <b>President</b>			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: <b>Urban Graffiti Enterprises, Inc.</b>		Telephone No.: <b>(626) 815-4900</b>	
Physical Address (NO P.O. BOX): <b>1280 Mountain View Circle, Azusa, Ca. 91702</b>		Mobile No.: <b>(626) 815-4900</b>	
e-mail: <b>info@urbangraffiti.com</b>		Fax No.: <b>(626) 815-4499</b>	
County WebVen No.: <b>52010701</b>	IRS No.: <b>95-4805540</b>	Business License No.: <b>02208</b>	
7. Proposer's fictitious business name(s) or dba(s) (if any): <b>N/A</b>			
County(s) of Registration: <b>Los Angeles</b>		State: <b>Ca.</b>	Year(s) became DBA: <b>2011</b>
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: <b>1280 MoutainView Circle, Azusa, Ca. 91702</b>		Year incorporated: <b>2000</b>
	State of Incorporation: <b>California</b>		
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) <b>Juan Reinoso</b>	Title <b>President</b>	Phone <b>(626) 815-4900</b>	Fax <b>(626) 815-4499</b>
Street <b>1280 Mountain View Circle</b>	City <b>Azusa</b>	State <b>Ca.</b>	Zip <b>91702</b>
Name(s) <b>Maria Gutierrez</b>	Title <b>Secretary/Treasurer</b>	Phone <b>(626) 815-4900</b>	Fax <b>(626) 815-4499</b>
Street <b>1280 Mountain View Circle</b>	City <b>Azusa</b>	State <b>Ca.</b>	Zip <b>91702</b>
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: <b>Oct. 23, 2013</b>
Type name and title: <b>Juan Reinoso, President</b>			

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES  
(2013-PA024)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
1. Graffiti Removal at East Area Flood Control Facilities (Exhibit A, Item D.1.c)	Month	\$ 10,000.00	12	\$ 120,000.00
2. As-Needed Emergency Response (Exhibit A, Item D.1.a & b)	Hour	\$ 25.00	100	\$ 2,500.00
<b>TOTAL ANNUAL PROPOSED PRICE ( ITEM 1 and 2 ) =</b>				<b>\$ 122,500.00</b>

LEGAL NAME OF PROPOSER Urban Graffiti Enterprises, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE Oct. 23, 2013	STATE CONTRACTOR'S LICENSE NUMBER #592356	LICENSE TYPE C33, C61/D38, C61/D52, C61 C61/D63
PROPOSER'S ADDRESS:		
PHONE (626) 815-4900	FACSIMILE (626) 815-4499	E-MAIL info@urbangraffiti.com

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Urban Graffiti Enterprises, Inc.			
Company Address: P.O. Box 2383			
City:	Covina	State: Ca.	Zip Code: 91722
Telephone Number: (626) 815-4900			
(Type of Goods or Services): Graffiti Removal, Pressure Wash, Debris Removal, Anti-Graffiti Film Installation Services			

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

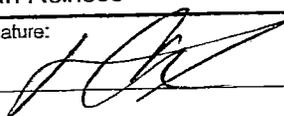
**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  
  
 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.  
  
 "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: Juan Reinoso	Title: President
Signature: 	Date: October 23, 2013

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Graffiti Removal At East Area Flood Control Facilities (2013-PA024)  
 SERVICE BY PROPOSER Urban Graffiti Enterprises, Inc.  
 PROPOSAL DATE: October 23, 2013

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2008	2009	2010	2011	2012	Total	Current Year to Date
1. Number of contracts.	19	17	15	15	15	81	16
2. Total dollar amount of Contracts (in thousands of dollars).	1.8	1.3	1.1	1.1	1.0	7.5	1.1
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Urban Graffiti Enterprises, Inc.  
 Name of Proposer or Authorized Agent (print)

Signature

October 23, 2013  
 Date

## CONFLICT OF INTEREST CERTIFICATION

I, Juan Reinoso

- sole owner  
 general partner  
 managing member  
 President, Secretary, or other proper title) President

of Urban Graffiti Enterprises, Inc.  
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

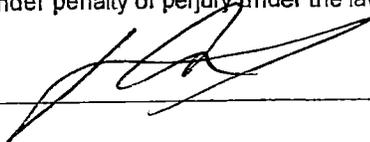
**Contracts Prohibited. A.** Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed


Date October 23, 2013

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** Urban Graffiti Enterprises, Inc.

**PROPOSED CONTRACT FOR:** Graffiti Removal At East Area Flood Control Facilities (2013-PA024)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**  
**All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT: <i>See</i>	
TELEPHONE: <i>Attached</i>	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

## REFERENCES

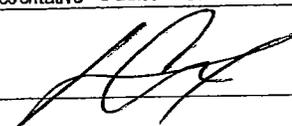
Agency:	Los Angeles County Department of Public Works
Address:	900 S. Fremont Ave. Alhambra, CA 91803
Contact Name:	Ari DeChellis
Title:	Graffiti Abatement Contract Manager
Telephone & Fax	PH (626)458-4062 FX (626)979-5445
Email:	<a href="mailto:adechellis@dpw.lacounty.gov">adechellis@dpw.lacounty.gov</a>
Type of service:	Graffiti Removal / Pressure Wash Services
Service Date:	Current
Agency:	City of Compton
Address:	600 N Alameda Ave. Compton, CA 90221
Contact Name:	Satra Zurita
Title:	Administrative Analyst
Telephone & Fax	PH (310)605-5594 FX (310)639-4995
Email:	<a href="mailto:szurita@comptoncity.org">szurita@comptoncity.org</a>
Type of service:	Graffiti Removal / Pressure Wash Services
Service Date:	2007 - 2011
Agency:	City of Covina
Address:	444 N. Citrus Ave. Covina, CA 91723
Contact Name:	Stg. Gregg Peterson
Title:	Graffiti Contract Manager
Telephone & Fax	PH (626)384-5612 FX (626)384-5712
Email:	<a href="mailto:gpeterson@covina.ca.gov">gpeterson@covina.ca.gov</a>
Type of service:	Graffiti Removal / Pressure Wash Services
Service Date:	Current
Agency:	County of San Bernardino
Address:	8575 haven Ave., Suite 160,Rancho Cucamonga, CA. 91803
Contact Name:	Ignacio Nunez
Title:	Code Enforcement Supervisor
Telephone & Fax	PH (909) 948-5079 FX (909) 5079
Email:	<a href="mailto:inunez@lusd.sbcounty.gov">inunez@lusd.sbcounty.gov</a>
Type of service:	Graffiti Removal / Pressure Wash Services
Service Date:	2010 - 2012
Agency:	City of Brea
Address:	545 N. Berry St., Brea 92821
Contact Name:	Jerry Mestas
Title:	Public Works Department Streets Supervisor
Telephone & Fax	Office-714-990-7629 fax- 714-671-149
Email	<a href="mailto:Jerryme@ci.brea.ca.us">Jerryme@ci.brea.ca.us</a>
Type of service:	Graffiti Removal / Pressure Wash Services
Service Date:	Current

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name <b>Urban Graffiti Enterprises, Inc.</b>
Address <b>P.O. Box 2383, Covina, CA. 91722</b>
Internal Revenue Service Employer Identification Number <b>95-4805540</b>

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer <b>Urban Graffiti Enterprises, Inc.</b>	
Authorized representative <b>Juan Reinoso</b>	
Signature 	Date <b>October 23, 2013</b>



**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Urban Graffiti Enterprises, Inc.

My County (WebVen) Vendor Number: 50210701

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:**  Sole Proprietorship  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 22

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	1		3	2	14	2
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
Los Angeles County	X				
State of California	X		X		

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:  Title: President Date: October 23, 2013

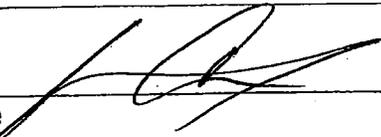
**GAIN and GROW EMPLOYMENT COMMITMENT**

The undersigned:

- has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

**OR**

- declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

<b>Signature</b> 	<b>Title</b> President
<b>Firm Name</b> Urban Graffiti Enterprises, Inc.	<b>Date</b> October 23, 2013

**TRANSMITTAL FORM TO REQUEST AN RFP  
SOLICITATION REQUIREMENTS REVIEW**

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

**A Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

**N/A**

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

**For County use only**

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____	
_____	
_____	
Date Response sent to Proposer: _____	

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

Company Name

Urban Graffiti Enterprises, Inc.

Address

P.O. Box 2383, Covina, Ca. 91722

Internal Revenue Service Employer Identification Number

95-4805540

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

**CERTIFICATION**

**YES**

**NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( x )

( )

**OR**

**YES**

**NO**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

Signature

Juan Reinoso, President

October 23, 2013

Date

Name and Title (please type or print)

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME: Urban Graffiti Enterprises, Inc.		
COMPANY ADDRESS: P.O. Box 2383		
CITY: Covina	STATE: Ca.	ZIP CODE: 91722

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: Juan Reinoso	TITLE: President
SIGNATURE: 	DATE: October 23, 2013

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

PROPOSER'S NAME: Urban Graffiti Enterprises, Inc.

Proposer has not had any contracts terminated in the past three years.

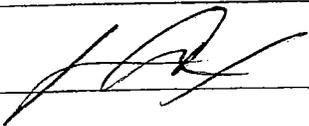
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE 

DATE: October 23, 2013



P.O. BOX 2383  
PH (626) 815-4900 COVINA, CA. 91722 FAX (626) 815-4499  
juanr@urbangraffiti.com

January 16, 2014

Mr. Scott Pham  
Los Angeles County  
Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803

Mr. Pham,

**RE: CITY OF ANAHEIM CONTRACT CLARIFICATION**

For the sake of total disclosure and to appease any concerns your department may have regarding the dissolution of our agreement with the city of Anaheim, I provide you with the following clarification.

Our contract with the city of Anaheim was canceled by mutual agreement and it should in no way be regarded as a termination by the agency or default by the contractor. All proposals submitted by the various contractors were factored using statistical data provided by the city in the RFP. Based on that data, all proposals submitted, incorporated four service crews. Within the first month of performing our services, we realized that the data provided in the RFP was inaccurate and that four crews were not going to suffice. We informed the city of this and upon confirmation of that fact, a mutual decision by the city and contractor was made to re-bid the contract with more accurate data. Although we could have simply walked away and let the city deal with their mistake, we stayed on until the re-bid and award process was completed. Regardless of the great financial toll our company took by providing up to 10 crews (6 more than we were getting compensated for) to keep up with the demand, the city continued to get serviced until a new contract was in place. Take note that the statistical data provided in the original RFP was so far off that the subsequent contract incorporates 15 service crews 7 days per week.

In closing, we have never had a contract terminated for any fault or reason. We stand by our exceptional service and commitment to succeed in all our endeavors.

Respectfully,

Juan Reinoso  
President

cc: Jesus Castillo

**PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS**

Proposer's Name: Urban Graffiti Enterprises, Inc.

- Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

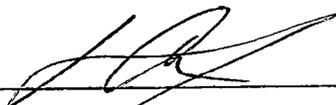
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Signature of Proposer:  Date: October 23, 2013

**GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES  
(2013-PA024)**

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

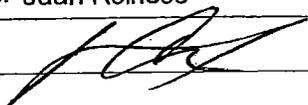
Urban Graffiti Enterprises, Inc.

Proposer's Name

P.O. Box 2383, Covina, Ca. 91722

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
  
- Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your proposal will be immediately disqualified as non-responsive.

Print Name: Juan Reinoso	Title: President
Signature: 	Date: October 23, 2013

**FORM PW-17**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

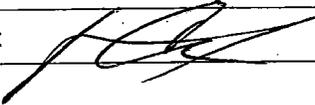
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Juan Reinoso	Title: President
Signature: 	Date: October 23, 2013



**GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES (2013-PA024)**

**PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFP**

Note: Proposer must check a box under each section.

**Important Note: The information on this form is subject to verification and will not be used for scoring purposes.**

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

**Proposer must meet the following minimum requirements, at the time of proposal submission:**

1. Proposer must have a minimum of three years' experience performing graffiti abatement services.

Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposers' Name	No. of Years	Description of Service	Page number(s) in the proposal explaining this experience
Urban Graffiti Ents. Inc. Juan Reinoso	23 yrs	Graffiti removal Services	2 and 3

**OR**

- Proposer's managing employee must have a minimum of three years' experience performing graffiti abatement services.

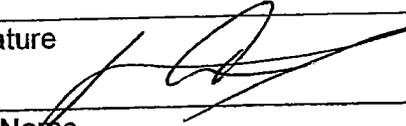
GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES (2013-PA024)

Yes. Proposer managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Managing Employee's Name	No. of Years	Description of Service	Page number(s) in the proposal explaining this experience
Stannah Sandoval	10yrs	Graffiti removal Contract management	5
Rene Figueroa	20yrs	Graffiti removal services and Supervisor	5
Maria Crutierrez	20yrs	Graffiti removal Management	5

No. Proposer or its managing employee does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

I declare under penalty of perjury that the information stated above is true and accurate.

Signature 	Title President
Firm Name Urban Graffiti Enterprises, Inc.	Date October 23, 2013

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM**

**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
<b>N/A</b>		
Type of Service:		Contract Number (if any):
Contract Dollar Amount:		

**I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :**

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- My business is a Small Business (*as defined in the Living Wage Ordinance*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

**FORM LW-2 - APPLICATION FOR EXEMPTION (continued)**

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); **AND**
  - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
  - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**N/A**

*I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.*

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

Monthly                       Quarterly                       Bi-Annual

Annually                       Other (Specify): \_\_\_\_\_

- Neither the contractor nor the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

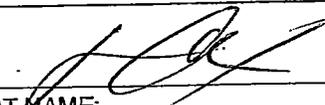
- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: October 23, 2013
PLEASE PRINT NAME: Juan Reinoso	TITLE OR POSITION: President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM  
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

**LIVING WAGE ORDINANCE:**

- I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS :**

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

**History of Determinations of Labor Law/Payroll Violations (Check One):**

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

\_\_\_\_\_  
Owner's/Agent's Authorized Signature

Urban Graffiti Enterprises, Inc.

\_\_\_\_\_  
Print Name of Firm

Juan Reinoso, President

\_\_\_\_\_  
Print Name and Title

October 23, 2013

\_\_\_\_\_  
Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

<b>Public Entity Name</b>	
<b>Public Entity Address:</b>	<b>N/A</b>
<b>Case Number/Date Claim Opened:</b>	Case Number: Date Claim Opened:
<b>Name and Address of Claimant:</b>	Name: Street Address: City, State, Zip:
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p><b>RANGE OF DEDUCTION</b> _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p><b>MAJOR</b></p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	8 - 10%	16 - 20%
	Consider investigating a finding of proposer non-responsibility**	Consider investigating a finding of proposer non-responsibility**
<p><b>SIGNIFICANT</b></p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	4 - 7%	8 - 14%
	Consider investigating a finding of proposer non-responsibility**	Consider investigating a finding of proposer non-responsibility**
<p><b>MINOR</b></p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	2 - 3%	4 - 6%
<p><b>INSIGNIFICANT</b></p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	0 - 1%	1 - 2%
<p><b>NONE</b></p> <p>County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	0	N/A

N/A

**Assessment Criteria**

\* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: \_\_\_\_\_

Name of Proposer's Health Plan: \_\_\_\_\_ Date: \_\_\_\_\_

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	<b>N/A</b>
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

**LW-7 – PROPOSER’S MEDICAL PLAN COVERAGE (continued)**

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after \_\_\_ days of employment.
- Is defined as an employee who is employed more than \_\_\_ hours per week.

**OTHER BENEFITS:**

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_\_\_ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_\_\_ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 5 DAYS.



**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES SERVICES (2013-PA024)**

**INSTRUCTIONS**

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.  
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 All employees clock in at the beginning and at the end of their shift. Either through Their phone or the card swipe system.</p> <p>1.2 Unless otherwise instructed, all employees report to the main location for work.</p> <p>1.3 All employees report to the central site where the employee's shift is to start.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b> How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. All employees clock in using a computerized clock in system located at the main location or buy using their company phone.</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 Computer generated time sheets are created to document beginning and ending times of the employee's actual shift.</p> <p>3.2 Computer generated time sheets records are maintained of actual time worked.</p> <p>3.3 Daily for bi-weekly payroll.</p> <p>3.4 Payroll Department</p> <p>3.5 The Staff Supervisor checks the records to ensure accuracy with the days and hours worked.</p> <p>3.6 Records are kept securely.</p> <p>3.7 Yes</p> <p>3.8 Copy attached</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p><b>N/A</b></p>
<p><b>5. BREAKS</b></p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 All field staff are required to call into the office when taking a break or lunch.</p> <p>5.2 Employees sign a lunch attestation every pay period.</p> <p>5.3 The Staff Supervisor prints out the form ensures all employees sign the attestation.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 The Payroll Department generates the time sheets. The Staff Supervisor reviews the time sheets for accuracy. The Staff Supervisor then gives the time sheets to each employee for their review. Once the employees check their time sheet, they are signed and returned to the Staff Supervisor. Any questions are addressed with the Staff Supervisor at that time and any needed corrections are made. Once all time sheets are signed by the employees, the Staff Supervisor signs them and gives them to the Payroll Department to generate the checks.</p> <p>6.2 All employees are paid with a computer generated check.</p> <p>6.3 A single check is provided with all straight and overtime included.</p> <p>6.4 All legal, Federal and State required deductions are provided on the check stub.</p> <p>6.5 Copy of check stub is attached.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p style="text-align: center; font-size: 48pt; font-weight: bold;">N/A</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 The Payroll Department generates the time sheets. The Staff Supervisor reviews the time sheets for accuracy. The Staff Supervisor then gives the time sheets to each employee for their review. Once the employees check their time sheet, they are signed and returned to the Staff Supervisor. Any questions are addressed with the Staff Supervisor at that time and any needed corrections are made. Once all time sheets are signed by the employees, the Staff Supervisor signs them and gives them to the Payroll Department to generate the checks.</p> <p>8.2 Preset wages ensure that all employees are paid the correct wage.</p> <p>8.3 The calculations are embedded in the software program.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>9. TRAVEL TIME</b></p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Employee's travel time is paid at their base rate.</p> <p>9.2 The employee's travel time is paid at their base rate.</p> <p>9.3 (a) All employees working in County projects base rate is at the LWO rate and their travel time is paid at their base rate.</p> <p>9.3 (b) The employee would be paid the 3 hours at LWO rate, the one hour travel time would be paid at the LWO rate and the 4 hours would be paid at the LWO rate.</p>
<p><b>10. OVERTIME</b></p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 Overtime is calculated at time and a half.</p> <p>10.2 The employee overtime is calculated at the base rate.</p>
<p>Print Name: Juan Reinoso</p> <p>Signature: </p>	
<p>Company: Urban Graffiti Enterprises, Inc.</p> <p>Date: October 23, 2013</p>	

## Bid Detail Information

**Bid Number :** PW-ASD897  
**Bid Title :** GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES (2013-PA024)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** GRAFFITI REMOVAL SERVICES  
**Open Date :** 9/25/2013  
**Closing Date :** 10/23/2013 5:30 PM  
**Bid Amount :** \$ 200,000  
**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Graffiti Removal at East Area Flood Control Facilities (2013-PA024). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$200,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Scott Pham at (626) 458 4069, [spham@dpw.lacounty.gov](mailto:spham@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposer must hold a valid and active C-33 State of California-issued Contractor's license.
2. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.
3. The use of subcontractors is prohibited for this service. Please disregard all references to subcontractor in this RFP.

A Proposers' Conference will be held on Wednesday, October 9, 2013, at 2:30 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, October 23, 2013, at 5:30 p.m. Please direct your questions to Mr. Pham at the number listed below.

**Contact Name :** Scott Pham  
**Contact Phone# :** (626) 458-4069  
**Contact Email :** [spham@dpw.lacounty.gov](mailto:spham@dpw.lacounty.gov)  
**Last Changed On :** 9/26/2013 7:52:38 AM

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